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The Solicitors' Journal and Reporter.

LONDON, MARCH 26, 1887.

CURRENT TOPICS.

IT IS UNDERSTOOD that the committee which has been sitting for some time to consider the question of the organization of what may be termed the Common Law Offices of the Supreme Court have sent in their report, and that their recommendations involve very sweeping changes.

WE PRINT elsewhere departmental directions which have been issued to the Summons and Order Department (Queen's Bench Division) with regard to orders for the appointment of a receiver by way of equitable execution. It will be seen that the directions relate to cases where the judgment for debt and costs is for less than £100 or less than £50. Where the judgment debt exceeds £100 the conditions of the existing order relating to appointments of receivers will apply.

WE PRINT elsewhere an order for the transfer of 100 witness causes to Mr. Justice KEKEWICH for the purpose only of hearing or of trial. Thirty of these are taken from the list of Mr. Justice CHITTY, forty from that of Mr. Justice NORTH, and thirty from that of Mr. Justice STIRLING. It is understood that none of these actions will be in the paper for hearing before the 19th of April, the first day of the Easter Sittings.

HERE IS A SUGGESTION for the position of the new court which is wanted in the Royal Courts of Justice. A new building is in progress near Temple Bar for the Royal Courts Branch of the Bank of England. When that is ready a fine room in a quiet position in the Royal Courts will be vacated, and this would probably make a better court than many of those in the building which were constructed for that purpose.

THE LIST of dormant funds in court, which we recently referred to as having been published in a supplement to the *London Gazette* on the 9th inst., contains, in addition to titles of accounts to which Chancery funds are standing, the titles of those to which funds in the Queen's Bench Division and the Probate, Divorce, and Admiralty Division are standing which have not been dealt with for fifteen years, and also the titles of a few funds formerly in the hands of the Queen's Remembrancer. As this is a bare list of names and dates it affords but a slight clue to anyone searching through its 140 pages as to the amount of the fund in court, and the nature of the suit or proceeding under which the fund was placed in court. Such as it is, however, there will be some who will be thankful for this meagre information. It should be stated here that the list is in alphabetical and legicographical order, and comprises cross-references to the names of defendants, and, in fact, to all names which do not come first in their natural order, or which would not otherwise be indexed at all.

THE LUNACY ACTS Amendment Bill passed the House of Lords on the 17th inst., a new clause having been added providing in effect that, when a person has been received as a lunatic in any asylum under an order of a judge of county courts, magistrate, or justice, without having been previously seen or examined by him, the person so received should have a right to be taken before "any judge, magistrate, or justice other than" the one who made the order. In pursuance of the policy of hampering inquiry before a man is deprived of his liberty on the ground of alleged lunacy, Lord SELBORNE proposed that the judge, magistrate, or justice who made the order for reception should be the person before whom the alleged lunatic should be brought. The effect of this would have been that the judge or magistrate would have had to hear an appeal from his own order. This curious proposal was rejected by the House of Lords, and, although the provisions for public investigation are still far from satisfactory, we trust they will be adopted by the House of Commons.

THE STRANGE REVELATIONS made by the committee appointed by the Home Secretary to inquire into "the present accommodation for prisoners in court-houses and other places while awaiting trial at assizes and sessions" acquire increased importance in view of the probability of the passing into law of Lord BRAMWELL'S Bill. How, it may be asked, can prisoners who have been, as the committee report, "penned up day by day, sometimes for at least a week together, in cupboards too small for a lady's dress or for the housing of a well-kept dog"—possibly starved in cold, damp cells, or confined for days in a vitiated atmosphere, and utterly distracted in mind and body—be in a condition either to give any effective evidence for themselves or to bear the cross-examination to which they will be subjected under the new system? It must be bad enough, after the physical exhaustion caused by the preliminary confinement under these circumstances, to be the centre of all eyes in a crowded court, but when there is added to this the practical obligation to give evidence or be considered as admitting guilt, it is tolerably easy to see that it is only the hardened gaol-birds who will successfully pass through the ordeal. Lord BRAMWELL would do well to postpone his Evidence Bill until he has procured the passing of a Bill giving powers of inspection of court-house lock-ups to the Home Office and requiring certificates for them, and providing that, if the local authorities fail to remedy the existing evils, the Government should have power to do the necessary work and recover the cost from the local funds.

WE REMARKED last week, *à propos* of a case noticed in the daily papers, that we could find "no precise authority for the power of a coroner to fine a drunken juryman." Mr. HICKS, the Coroner for Surrey, in a letter which we print elsewhere, explains the circumstances under which the fine was inflicted, and after stating the common law power to punish contempt, adds that it seems to him "to be clearly a contempt of court for a person who has been duly summoned to appear before the court in such a state of drunkenness as to incapacitate him from carrying on his duties." There is no question as to the common law power of a coroner to punish contempt of court; and the question appears to be whether the mere passive incapacity to discharge the duties of a juryman constitutes such contempt. With all deference to Mr. HICKS, who goes so far as to say that "no one with any idea of decency could doubt that the action of this man," whom he describes as "helplessly drunk," was "a gross contempt of court to the delay and hindrance of justice," we question whether it does. As we said before, we can find no case in which it has been so treated. The few authorities on the subject of contempt in the face of a court, such as *Re Wilson* (7 Q. B. 984), *R.* v. *Davison* (4 B. & Ald. 329), and *Re Pater* (12 W. R. 823), all deal with active contempts, such as by insulting words or otherwise, as it is put in an authority cited in *Ex parte Pater*, "opposing or despising the authority, dignity, or justice" of the court. It might perhaps be argued, however, that the fine could be supported as a fine for non-appearance, on the ground that an appearance which is ineffective from the fault

of the party himself, may fairly be treated as a constructive default of appearance.

Mr. Fox, the registrar of the Croydon County Court, deserves the thanks of the profession for the steps he has taken to prevent unqualified persons from appearing in his court. We print in another column a report of an application made by an unqualified person to the judge in consequence of the registrar having refused to hear him. The judge said he would give his decision next court day, which will be the 5th of April, but he stated that he did not think he could exclude unqualified persons. We drew attention a short time ago to the prevalence of the practice of debt collectors appearing in the county courts as agents, and we then expressed the opinion that the practice was illegal. Section 2 of the Act 5 & 7 Vict. c. 73 prohibits an unqualified person from suing out any writ or process, or commencing, carrying on, soliciting, or defending any action, suit, or other proceeding, in the name of any other person or in his own name, . . . in any county court. The County Court Act, however, provides that the persons entitled to address the court are the parties to the proceedings, an attorney acting generally in the action for the party; a barrister, or, by leave of the judge, any other person instead of the party to the proceedings. Who the "other persons" contemplated are is not apparent, but it seems to us that the intention of the Legislature was to enable suitors to appear in county courts by their managers or clerks. This is borne out by the fact that unqualified persons who conduct business in the county courts for other persons cannot recover any fee or reward for doing so, under 37 & 38 Vict. c. 68, s. 12. This question came before the Queen's Bench Division in 1881 in the case of *Verlander* v. *Eddols*, which was an appeal from the decision of a county court judge. Verlander was an "agent," and he sued his principal for the following items:—"Paid for summons, 9s.; hearing fee, 16s.; attending court and waiting upon defendant several times, 17s." Judgment was given by the county court judge in favour of the plaintiff. The Incorporated Law Society supported an appeal from this decision, and in the result the appeal was allowed. We hope that the society will be represented when the matter comes on at Croydon on the 5th of April, and that, if the judge decides to allow unqualified persons to appear in his courts, the decision of a higher court will be obtained on the question, which is an important one to the profession.

There appears to be little legal ground for the contention by which Father Kelleher's counsel sought to justify his refusal to answer the questions put to him in the Irish Court of Bankruptcy last week, as he apparently relied merely upon the fact that he had obtained information in his capacity of a Catholic priest, but did not suggest that he had received it under the seal of the confessional. Even in the latter case there seems reason to believe that the privilege would not have been recognized, although in some cases judges have granted an indulgence to clergymen when claiming the privilege. Thus, in *Broad* v. *Pitt* (M. & M. 233), Chief Justice Best remarked:—"The privilege does not apply to clergymen. . . . I, for one, will never compel a clergyman to disclose communications made to him by a prisoner, but, if he chooses to disclose them, I shall receive them in evidence." Again, in *Reg.* v. *Griffin* (6 Cox C. C. 219), Mr. Baron Alderson refused to admit evidence of statements made by a female prisoner to the chaplain of a workhouse, observing that the prisoner's desire to obtain spiritual advice rendered it right that statements to a clergyman should be on the same footing as those made to a legal adviser. Mr. Justice Stephen, in his "Digest of the Law of Evidence," art. 117, lays down that "medical men and [*probably*] clergymen may be compelled to disclose communications made to them in professional confidence"; but in his notes to the same article he says that "the question whether clergymen, and particularly whether Roman Catholic priests, can be compelled to disclose statements made to them professionally, has never been solemnly decided in England"; and Mr. Best (Law of Evidence, 7th ed., 522), although he quotes many authorities, does not lay down any general rule on the subject. The question was incidentally referred to by Sir George Jessel in *Wheeler* v. *Le Marchant* (36 W. R. 235, 17 Ch. D. 675), where he made the following observations:—"There are many communications which, though absolutely necessary because without them the ordinary business of life cannot be carried on, still are not privileged. . . . Communications made to a priest in the confessional on matters perhaps considered by the penitent to be more important even than his life or his fortune are not protected, . . . therefore it must not be said that there is any principle which says that every confidential communication which it is necessary to make in order to carry on the ordinary business of life is protected."

The Railway and Canal Traffic Bill contains six clauses having special reference to canals of considerable importance. In the first place, it is provided that clause 24 of the Bill, by which it is proposed that the rates of railway companies shall be subjected to revision, is to apply to canals also, and it is obvious that, in the case of canals owned by railway companies which pursue the policy of "bar tolls"—*i.e.*, keep the canal rates high in order that a longer line of railway may be used, such a revision may work quite a revolution in canal traffic, while the mere knowledge that all canal rates throughout the country have been subjected to revision may bring canal conveyance into greater popularity. Other clauses provide for the forwarding to the Board of Trade by each canal company full and minute particulars of rates of carriage, of depth of the canals, of height and width of bridges, of the tonnage transported, of revenue, of expenditure, and, lastly, of "division of profits"; for submitting all bye-laws to the Board of Trade; for inspection of canals whenever they may be "in such a condition as to be dangerous to the public, or to cause serious inconvenience or hindrance to traffic," and for the preventing the funds of any railway company being used for the acquisition of any interest in a canal without the express authority of Parliament. The whole set of clauses is directed to the securing of that "freedom and economy of transit from one part of the kingdom to the other" over a continuous line of railway and canal which was mentioned as the main object of railway and canal legislation by the Parliamentary Committee, on whose report the Railway and Canal Traffic Act of 1854 was founded. The strengthening of canal competition with railways was, it will be remembered, attempted by Parliament so far back as 1845 by the Acts which first enabled canal companies to act as carriers and to vary their rates (8 & 9 Vict. cc. 28 and 42); and in the Traffic Acts of 1854 and 1873 further strenuous endeavours were made to strengthen the canal link in a continuous line of communication; but the success of these past efforts has hitherto been but small. That canals are more suitable than railways for certain heavy traffic is undoubted; but it is equally undoubted that, from the action of the railway companies, comparatively little use is made of canals, except in cases where the canal companies are independent of the railway companies. The clauses of the present Bill go very far indeed in protective legislation, and, if they should pass and fail, we do not see what further can be done.

A short Bill has been introduced by Sir Richard Temple and others for granting any stipendiary magistrate "who may be desirous, from age or permanent infirmity, of resigning his office," a pension "not exceeding two-thirds of his salary" at the time of resignation, the exact amount to be left to be determined by "the municipal corporation charged with the payment of the salary." The Bill does not apply to the metropolitan police magistrates, nor, as at present worded, to the stipendiaries appointed in large towns under 26 & 27 Vict. c. 97. We think the principle a good one. Stipendiaries in boroughs within the Municipal Corporation Act (see Act of 1882, s. 161), as well as in large towns subject to 26 & 27 Vict. c. 97 (see section 3 of that Act), hold office during her Majesty's pleasure, but dismissal on the ground of old age of a magistrate still willing to sit is less likely to happen than retention of the post notwithstanding unfitness from old age; and we think it may be well to provide, by a system of pensions, for the prevention of any possible scandal arising from a magistrate continuing to sit although disqualified by age or infirmity. Whether the salaries themselves might be diminished in consideration of the pensions is perhaps a question.

The Glebe Lands' Bill was read a third time in the House of Lords on Tuesday.

THE LAW OF NEGLIGENCE AS AFFECTED BY THE EMPLOYERS' LIABILITY ACT.

The case of *Thomas* v. *Quartermaine*, recently decided in the Court of Appeal, and reported elsewhere, is one of great importance with regard to the construction of the Employers' Liability Act. The Court of Appeal affirmed the decision of the court below (34 W. R. 74, 17 Q. B. D. 414); but, unfortunately, they were not unanimous, the Master of the Rolls dissenting from the judgments of Bowen and Fry, L.JJ.

The facts of the case were these:—The plaintiff was employed in the defendant's brewery. There was in the brewery a vat, round which there was a rim fourteen inches high. The plaintiff, while pulling at a board near this vat, in consequence of the board's coming away suddenly, fell backwards into the vat and was scalded. The county court judge found for the plaintiff, holding that the vat's not being fenced was a defect in the plant within the meaning of sub-section 1 of section 1 of the Act, and that the plaintiff had not been guilty of any contributory negligence. The Queen's Bench Division (Wills and Grantham, JJ.) reversed his decision.

At the threshold of the inquiry arising upon the above facts there lie important questions with regard to the scope and meaning of the Act, which is not by any means a faultless piece of draftsmanship. As our readers will be aware, it was passed mainly in consequence of the supposed hardship involved by the application of the doctrine of common employment first developed in the case of *Priestly* v. *Fowler*. We have on various occasions discussed this matter, and ventured to take exception to the terms in which the judges had formulated this doctrine in the cases on the subject. It was said that the servant impliedly contracted to run the risks incident to the employment. This always has seemed to us to be, as applied to many cases, untrue in fact and to involve the merest *petitio principii*. No such contract really existed in the majority of cases, and the implication of it, as in many other cases of so-called implied contracts, merely came to this: that the law annexed an incident to a certain relation. We have always thought that the real justification of the doctrine of *Priestly* v. *Fowler* lay in the fact that the business in which the servant is employed is carried on for the joint benefit of the master and servant, wages being really, politico-economically speaking, a share of profits, and that it is obviously necessary to the existence of businesses that the master should employ servants to do things in his place, and such delegation is, therefore, as much for the fellow-servants' as the master's benefit. It is clear that the Act gets rid of the doctrine of common employment; but employers run other risks than those caused by the negligence of fellow-servants. There are dangers from dangerous machinery and such like. These dangers would come within the artificial formula that the servant had contracted to run the risks incidental to the employment. But, as we have said, we do not believe that formula to be anything but a misleading phrase, which expressed and, at the same time, affected to account for a result, the result, no doubt, being correct, but not the reason given for it.

The true maxim applicable to this class of dangers is, we think, *Volenti non fit injuria*. A man has dangerous machinery the character of which it is open to anyone to perceive; and he employs a person to attend to it or to work in connection with it. Of course, it is possible to express the legal result in terms of a contract. If I employ you to work with this dangerous machinery, you undertake to run the risk of damage to yourself from it. It is possible, of course, that in some cases there may be some more or less undefined mental operation or understanding corresponding to this formula, but the truth is that, unless the law depends on such a mental understanding, that is, if the legal result would be the same, whether there is such an understanding or not, it seems incorrect to state the law in terms of a contract. The substantially correct way of putting the result seems to be that, when a person willingly incurs a risk, it cannot be true to say that the mischief he sustains is caused by the negligence or breach of duty of another. The Master of the Rolls' view of the words of the Act, which say that the workman shall have the same right of compensation against the employer as if he had not been in the service of the employer nor engaged in his work, is, so far as we can gather, that they do away with the old doctrine that the workman impliedly undertook the risks of the service. So far as such a doctrine can be considered to extend, it seems to us that this may be so. But, as pointed out by the majority of the court, it cannot be supposed that by those words it was intended to put a workman into a better position than the general public. We hardly imagine that the Master of the Rolls would say that it can be so supposed. The doctrine *volenti non fit injuria* had no special application in the case of master and servant.

The question, therefore, is narrowed to this, What would be the law if, instead of a workman, the plaintiff had been one of the general public, who, with knowledge of the existing condition of affairs, frequented the place? Here really seems to have been the divergence of opinion. The Master of the Rolls holds very sweeping views on the subject of negligence, which he expounded in the case of *Heaven* v. *Pender* (11 Q. B. D. 503). In a previous article on that case we ventured to express an opinion that the rule which he there lays down is too wide. We do not believe that there is any authority for the view that the law of England on the subject of negligence is as he there expresses it. The rule, as he there lays it down, is that, whenever one person is, by circumstances, placed in such a position with regard to another that everyone of ordinary sense who did think would at once recognise that, if he did not use ordinary care and skill in his own conduct with regard to those circumstances, he would cause danger of injury to the person or property of the other, a duty arises to use ordinary care and skill to avoid such danger. It is obvious that in the application of this formula the principle *volenti non fit injuria* has really little or no place, except so far as it may be considered coincident with the doctrine of contributory negligence; and the legal duty is really made coincident with the moral duty of a humane man. If circumstances be proved that come within the formula, the only remaining question is whether contributory negligence existed, and, if that be negatived, liability results. Looking to the practical aspect of the matter, and the usual action of juries, it seems to us that the general application of this formula, in the full sense of the words, would be likely to prove most disastrous. With great submission, it appears to us that the Master of the Rolls' view makes the duty far too wide, and likewise overlooks the important considerations that arise with regard to the connection between the alleged negligence and the resulting damage. In these cases the legal duty is not, as it seems to us, to the public in general, but to a person ascertained by the circumstances under which the damage happens. If a bale of goods is carelessly let fall into a street from a warehouse when there happens by good fortune to be no passer by, there is a breach of a moral duty on the part of someone, but no breach of a legal duty in any substantial sense of the word, so far as we can see, because there is nobody to whom a duty has arisen, or in respect of whom there is any breach of duty. The existence of the duty towards the person damaged must depend on the circumstances under which he was brought into contact with the cause of damage. Certainly in cases where the direct cause of the mischief is the action of the person injured, not the alleged act of misfeasance or nonfeasance by the defendant, such act being only a remoter cause, it must depend on circumstances, we think, whether there is any duty or breach of duty. It appears to us that, before the Master of the Rolls' judgment in *Heaven* v. *Pender*, this was always treated as well established. What may be shortly called the "trap" doctrine is altogether superfluous and immaterial, if the Master of the Rolls is right. Where a person himself voluntarily brings about his own exposure to the danger arising from any dangerous object, knowing of its existence and character, we cannot see how there can be any negligence or breach of duty involved on the part of the person whose property, or in whose control, such object is.

A good deal, however, turns, in the application of the maxim *volenti non fit injuria*, on the meaning of the word "voluntarily." We think that in dealing with this question Lord Bramwell goes as much too far in one direction as the Master of the Rolls in the other. We doubt whether, for this purpose, every act can be said to be voluntary which is the result of volition. There is a difficulty here which is inherent in the very nature of things. The poet speaks of the schoolboy going unwillingly to school; nevertheless the boy goes, and goes voluntarily in one sense, but involuntarily in another, because he knows he will be punished if he does not. Moreover, we do not think it reasonable to hold that, wherever the immediate

cause of the damage is the voluntary act of the party injured, he cannot recover. That is not the true meaning of *volenti non fit injuria*. We do not ourselves think that, if someone wrongfully digs an excavation in front of a man's door, he is bound to stop in his house till it is filled up or take the risk of any attempt to get out—assuming that such an attempt is a reasonable one to make. Similarly, when a train is driven beyond the platform. It must be a question, to some extent, of degree. We cannot, however, think that these are all mere questions of contributory negligence, as the Master of the Rolls' view would appear to make them. The occupier of the house and the railway passenger, in the cases we have put, do not bring themselves into the position in which they must choose between one of two evils—a serious loss or inconvenience, and running a certain amount of risk. The workman who goes to work at a particular place, or continues working there, with knowledge of the state of things there existing, does so voluntarily, and has himself caused his exposure to the risk. We know that there are many who think that the necessity he is under of earning his bread practically compels him, in the sense in which we are discussing the meaning of the term "voluntary"; and we fully expect that many of our legislators will be prepared to alter the law so as to give effect to that view. The case of the workman, however, is essentially different from those we have referred to. In the one class of cases the damage may result directly from the voluntary act of the party injured, but the situation out of which the occasion for that act arose was solely caused by the misfeasance or negligence of another. In the case of a workman the situation arises from his own volition.

INSURANCE PREMIUMS AND THE DOCTRINE OF SALVAGE.

THERE has been a marked tendency of recent years to apply the maritime doctrine of salvage to the preservation of a life policy by payment of the premiums, and when we remember how frequently this is really done, not for the benefit of the person paying, but for the benefit of a prior claimant, the extension of the doctrine is not unnatural. In spite, however, of the fact that it has been expressly recognized on the bench, has been repeatedly advanced in argument at the bar, and has found its way into the text-books, it has now received a decisive check in the Court of Appeal, as well as in the courts below, and it may be useful to observe how this has been brought about.

The cases which had been chiefly relied on as establishing the principle were the following:—In *West* v. *Reid* (2 Hare, 249) an assignment of a policy was made to W., which was invalid for want of notice to the company. Hence, on the bankruptcy of the assignor, it passed to the assignees in bankruptcy. W., however, had paid the premiums, and it was admitted at the bar that he was entitled to have them repaid to him. *Burridge* v. *Row* (1 Y. & C. Ch. 183) was more complicated, but was briefly as follows: A., on his marriage with B., covenanted to settle £5,000, and as security assigned to trustees a policy of insurance. B., who had only a life interest under the settlement, subsequently paid the premiums, and it was held that she was entitled to a lien for the sums so paid. In both these cases the person paying the premiums had an interest, real or supposed, in the maintenance of the policies, and while payment by a mere stranger might well be excluded, yet a good foundation was laid for securing the lien to all who could reasonably expect it. Accordingly, in the next case the doctrine was laid down more explicitly. This was *Shearman* v. *British Empire Mutual Life Assurance Co.* (20 W. R. 620, 14 Eq. 4). Here P. mortgaged a policy on his own life to S., and afterwards became bankrupt. He continued to pay the premiums till his death, and then his widow and executrix was allowed to recover them for his estate. Apparently she claimed the whole policy, for she refused an offer of a sum greater than the premiums. But to these, at any rate, Lord Romilly, M.R., held that she was clearly entitled, and expressly stated that the premiums paid subsequently to the bankruptcy were in the nature of salvage moneys. The same doctrine seemed to be applied again in *Gill* v. *Downing* (22 W. R. 360, 17 Eq. 316). A married woman, who was tenant for life of a policy without power of anticipation, but with a subsequent power of appointment, mortgaged it to G., who paid the premiums. When the life dropped, it was held that G. was entitled to be repaid the premiums at once.

From these cases it is clear that the doctrine was gaining ground that anyone interested in the policy might pay the premiums and expect to obtain a lien upon it for the amounts, and Lord Romilly's express allusion to salvage made such an interpretation of the law probable. It is curious that the two cases which first checked this tendency should both have been before Lord Justice Fry, who was also a member of the Court of Appeal which has finally destroyed it. Its defect lay in this, that it would, unless carefully guarded, have made it possible for a mortgagor to claim, in priority to the mortgagee, expenses which he had incurred in preserving the property. This, of course, would contradict a settled rule of law. In *Saunders* v. *Dunman* (26 W. R. 397, 7 Ch. D. 825), the first of the cases just referred to, the mortgagor, by taking out administration, had perfected the title of the mortgagee, and hence he claimed his expenses in priority to the mortgage. In answer to the argument that this could be supported on the ground of an implied request, it was held that the motive which the mortgagor had in securing his own ultimate interest made any such implication unnecessary. But the cases cited above were clearly a difficulty. As to *West* v. *Reid*, Fry, J., pointed out that the question of lien was not really decided (merely, however, because it was thought too clear for argument), and, as to *Shearman's case*, he chose to ignore the expressed ground of decision, and supposed that it went on the fact of the previous offer. However, the whole matter was thoroughly discussed in *Re Leslie* (31 W. R. 561, 23 Ch. D. 552), and the same judge, setting aside the doctrine of salvage, enunciated clearly the cases in which a lien might be created upon policy-moneys by payment of the premium. He further rejected the claim of a mere stranger, and even of a part-owner. In the case before him a husband had paid premiums on a policy effected by his wife before marriage, and had died without having reduced it into possession. A claim to repayment of the premiums on the ground that he had had a joint interest with his wife was made unsuccessfully on behalf of his estate.

But it will be convenient to pass on at once to the most recent case—viz., *Falcke* v. *Scottish Imperial Insurance Co.* (35 W. R. 143, 34 Ch. D. 234), in which the decision in *Re Leslie* was indorsed and the question of salvage more fully considered. Here there was a first mortgage to the insurance company itself, a second to Falcke, and the premiums were paid by the mortgagor. In the court below it had been held by Bacon, V.C., apparently on the authority of the earlier cases, that he was entitled to have them repaid to him out of the policy-moneys. In the Court of Appeal, however, those cases were explained away, and, from the judgments there delivered, combined with that in *Re Leslie*, it is possible to ascertain the law on the subject with some certainty.

1. A lien certainly arises in the following cases:—

(*a*.) Where there has been a contract with the beneficial owner of the policy to pay the premiums. Such contract may be express or implied. The latter would be the case where a request to make the payments could be implied, and it was stated by Cotton, L.J., that such request would be implied from slight circumstances. It was considered that this was probably the ground of the judgment in *West* v. *Reid*.

(*b*.) Where trustees have a claim to be indemnified out of the trust property for money expended in its preservation. And the lien which they themselves would have is given to anyone else who actually advances money at their request. It is necessary, however, that they should not have a fund applicable to the purpose, for in this case neither they themselves nor the person advancing money will have a lien. Hence such person was refused his lien in *Olack* v. *Holland* (2 W. R. 402, 19 Beav. 262). This principle enabled the court to explain *Gill* v. *Downing* (*supra*), where the mortgagee, in paying premiums, only exercised a power expressly given to the trustees of the policy.

(*c*.) Where a mortgagee adds to his charge money paid by him to preserve the property.

(2) But where there is no contract, express or implied, it may sometimes be possible to support the claim to a lien on the ground of acquiescence. The mere outlay of money on property for the benefit of another person with a prior interest is not sufficient. This would let in the mortgagor in priority to the mortgagee. It is necessary, as was pointed out by Fry, L.J., that the person

expending the money should do so in a mistaken belief as to his title, and that the person benefiting by it should know of such mistake and yet not interfere.

(3) If a person paying premiums does not come under any of these cases it is now clear that he cannot call the doctrine of salvage to his assistance. Both Bowen and Fry, L.JJ., lay this down clearly. And it seems to make the matter no better that he has an interest as part-owner or otherwise in the policy. It is true the law is laid down differently in Mr. Crawley's excellent book on Life Assurance. Thus, at p. 98, we read:—"If premiums are paid by persons having an interest in the policy—*e.g.*, tenant for life or in remainder—the payments are in the nature of salvage, and the person paying acquires a lien on the policy." In support of this he quotes *Burridge* v. *Row*, *Todd* v. *Moorhouse* (19 Eq. 69), and *Gill* v. *Downing*, all of which are explained away in the two cases we have been discussing. As to the first, not very clearly; as to the second, on the ground of a request by the trustees to pay; while the explanation of the third we have already seen. Perhaps, however, it would not be safe to say that no case can arise in which payment by a person interested would not be held to create a lien.

We have pointed out that the unlimited application of the doctrine of salvage would conflict with the rule as to money expended by a mortgagor. The difficulty seems to have been to distinguish on principle between a mortgagor and those standing in his place. In practice the distinction was drawn easily enough; thus in *Shearman's case* it was only to the premiums paid after the bankruptcy that the doctrine was applied, and the reason for this was clearly stated in *Norris* v. *Caledonian Insurance Co.* (8 Eq. 127), where the executor of the mortgagor was allowed a lien, inasmuch as he had no business to pay away assets for the benefit of a particular creditor. Thus the distinction would be between the mortgagor and his voluntary assigns on the one hand, who would be excluded by the ordinary rule, and his involuntary assigns—*i.e.*, his creditors—on the other hand. Upon the same line with these would stand all persons with limited interests, who, through no fault of their own, are bound to pay the premiums or else look on and see their property wasted. It is submitted that the application of a doctrine analogous to that of salvage would have been reasonable and would have explained all the cases. It is difficult indeed to see how some, such as *Burridge* v. *Row* and *Norris* v. *Caledonian Insurance Co.*, come within the list of cases as now laid down, and yet the court seems to have abstained from overruling them. However, there is the list, and it seems clear that it must now exclude the more flexible application of the doctrine of salvage.

CORRESPONDENCE.

THE LODGERS' GOODS PROTECTION ACT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Permit me to call, through the medium of your columns, the attention of solicitors throughout the country to the very useful Bill which the Right Hon. Sir H. J. Selwin-Ibbetson has brought in for amending the Lodgers' Goods Protection Act.

The injury done by means of that Act to landlords is probably too well known to every owner and manager of houses let out in lodgings to require mention. An unscrupulous tenant lives on the rents which he receives from his lodgers and does not pay his own rent for the house he sub-lets, leaving the landlord to turn him out by action when two or three quarters' rent have become due, at a cost perhaps of £20 or £30, and the loss, by the time that a judgment can be obtained—if the tenant, as he frequently does, enters a vexatious appearance—of probably more than a year's rent.

The remedy proposed by the Bill meets the case by giving the superior landlord the right of distress on the lodger's goods to the extent of the rent which shall become due from the lodger after he has notice from the superior landlord that rent is due to him, in effect enabling the superior landlord by notice to attach the lodgers rent and transferring to the landlord the right of distress for the lodger's rent accruing after notice, which, by the law as it stands, is now vested in the fraudulent mesne tenant, and the Bill guards the lodger, by very stringent provisions, from a double distress.

I would urge all who are interested in house property of the class affected to bring the matter to the attention of their representatives in Parliament and request them to support the Bill. The matter is absolutely free from all party or class colour; it is the middle classes who suffer the loss referred to.

I enclose a form of petition in support of the Bill which is being used if you have room to insert it for further adoption.

1, New-inn, Strand, March 21. JOHN ELLERTON.

The following is a copy of the form of petition enclosed:—

"To the Honourable the Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled.

"The petition of the undersigned being owners of house property in England or persons having experience in the management of such property,

"Humbly sheweth:—That the Lodgers' Goods Protection Act, while it has operated beneficially towards lodgers in preventing their goods from being seized for rent not due by them, has entailed great losses on the landlords of the large class of houses which are let at rack rents and underlet in lodgings by depriving such landlords of their only effectual means of obtaining payment of the rent due to them from their immediate lessees or tenants, in cases where such lessees or tenants, desiring to avoid payment of their rent, keep few or no goods of their own on the premises, but regularly collect their lodger's rents, the lessees or tenants of that class of property being frequently persons of such small means that the remedies for recovering the rent as a debt are practically useless, and the landlord can only recover possession of his house at considerable cost, with the loss of two or three quarters of a year's rent.

"That a substantial if not complete remedy for this mischief would be supplied by enacting that the exemption of lodgers' goods from distress for superior rent should not apply to the extent of such rent as should become due from them after notice were given to them of such superior rent being in arrear, so as in effect to enable the superior landlord by notice to attach or intercept the lodger's rent.

"That such alteration in the law would cause no injustice or hardship whatever to anyone, the lodger would not be liable to pay his rent more than once, and no more would be taken from the mesne tenant than that which he owed. It would merely transfer temporarily the right of distress from the wrong-doing mesne tenant to the defrauded landlord.

"Your petitioners, therefore, humbly pray your Honourable House that the law relating to the exemption of lodgers' goods from distress for superior rent may be amended in the manner above mentioned or in such other manner as to your Honourable House shall seem just.

"And your petitioners will ever pray."

[We presume the intention is to give to the landlord the same right of distress as the mesne tenant has—*i.e.*, to distrain for the weekly rent of the lodger as it becomes due.—ED. *S.J.*]

SOLICITORS AND THE IMPERIAL INSTITUTE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In reply to the letter from "A Solicitor" in this week's issue of the SOLICITORS' JOURNAL, it is believed by many that the Institute will assist in the federation of the empire, in which I, for one, take great interest. Why should solicitors take no part in it? I fail to see that anyone will be a marked man for not contributing. Everyone pleases himself; but this is the national scheme, and it is, to my mind, worthy of support.

Why not also start a fund for poor solicitors?

March 21. ANOTHER SOLICITOR.

THE CORONER'S POWER TO FINE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your issue of the 19th inst. I notice a short article concerning my action in fining a juryman at an inquest, which seems to throw some doubt on to my power in the matter. The facts of the case do not seem to have been correctly brought to your notice. They are shortly these:—

On the 14th inst. I opened an inquest and the jurymen were sworn. I found it necessary to adjourn to the 16th inst. for the attendance of a necessary witness, and on the adjournment a juryman appeared helplessly drunk, although the hour of the day was 10.45 a.m. Unfortunately there were only twelve jurymen, including this man, and, therefore, I was compelled to either again adjourn or go on with a drunken juryman. My course of conduct was clear, and I again adjourned the case and fined the drunken juryman for contempt of court. It was he who appealed to his brother jurymen as to his state, and, so that I should not appear to act hastily or arbitrarily, I allowed the jury to express their opinion, which was unanimously against the man. In so doing I acted, as I thought, fairly and cautiously. Surely no one with any idea of decency could doubt that the action of this man was a gross contempt of court to the delay and hindrance of justice.

As to the power of a coroner to punish for contempt of court, the law on this point seems to be well settled.

The coroner's court is an inferior court of record, and, as such, has attached to its jurisdiction, and inherent in it, a power to punish by fine or imprisonment for contempt, if *committed in court* (*Ex parte Pater*, 33 L. J. M. C. 142), but not for contempt *committed out of court* (Cockburn, C.J., *Reg.* v. *Lefroy*, 8 Q. B. 134).

As to contempt of process, the power of the coroner is in no way limited by 7 & 8 Vict. c. 92, s. 17, which provides a method for fining jurors or witnesses, but also at the end of the same section expressly reserves to the coroner his ancient right of punishing for contempt. The 17th section seems to give to the coroner a simpler way of punishing, by fine, persons guilty of disobedience to his orders.

It is not to be supposed that a coroner would knowingly allow a drunken person to serve on a jury, but it seems to me to be clearly a contempt of court for a person who has been duly summoned to appear before the court in such a state of drunkenness as to incapacitate him from carrying out his duties.

A. Braxton Hicks, Coroner for Surrey.

2, Elm-court, Temple, E.C., March 23.

OFFICIAL RECEIVER *v.* TAILBY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—If you will take an opportunity of giving to the authorities on the general question that "thorough consideration," without which, at p. 327, you tell us you are not prepared to say that the Court of Appeal were wrong, you will, I feel sure, no longer hesitate in pronouncing the judgment of the court in the above case to be manifestly wrong. You will find that, while indefensible on principle, it rests ultimately for authority on the *obiter dicta* of some common law judges in *Belding* v. *Read*; such *dicta* having respect to a matter of equity with which those judges were unfamiliar, and being, moreover, obviously based on an extraordinary misconception of the distinction pointed out by Lord Westbury in *Holroyd* v. *Marshall*, between specific and non-specific goods. The fallacy consists in treating "specific" as opposed to "indefinite"; whereas, in fact, a contract to sell 500 chests of tea, though perfectly definite, is not specific; but, on the other hand, a contract to sell all the tea which may be shipped to the vendor this year, next year, or during his life, though as indefinite as possible, is just as much a contract for specific goods as is a contract to sell the 500 chests now in his warehouse, and is therefore equally entitled to specific performance.

General assignments or charges of future property by joint-stock companies, in the form of debentures, have long been familiar, and specific performance is every day given of them, either in an action or under liquidation, as regards both corporeal chattels and book-debts; but by the above decision a section of the Court of Appeal now tells us (in effect) that the constant practice of five-and-twenty years is all wrong.

I will not stop to criticise the utterly untenable distinction suggested between an assignment of book-debts to arise in a particular trade, and an assignment of all future book-debts; but will content myself with pointing out that the judges who decided this case in the Court of Appeal are logically bound to hold that a gift by will of the whole of the testator's real and personal estate is void for uncertainty!

L. W. L.

March 21.

The following are the circuits chosen by the judges for the ensuing Spring Assizes, which are expected to commence about the 19th of April next—viz., Western Circuit, Mr. Justice Denman; South-Eastern Circuit, Mr. Justice Field; Oxford Circuit, Baron Huddleston; North-Eastern Circuit, Justices Manisty and Grantham; Midland Circuit, Mr. Justice Hawkins; North and South Wales Circuits, Mr. Justice Mathew; Northern Circuit, Justices Day and Wills. Prisoners only will be tried at these assizes, except at Leeds on the North-Eastern Circuit, and Manchester and Liverpool on the Northern Circuit, at which three places both civil and criminal business will be taken.

On the 17th inst., in the House of Commons, Mr. Baggallay asked the First Commissioner of Works whether, looking at the facts that during the present and recent sittings of the High Court of Justice the hearing of actions, particularly jury actions, had been delayed in consequence of the insufficient number of courts at the Royal Courts of Justice, and that three judges were sometimes unnecessarily sitting together in Banc because there was no court for the third judge to sit in, he would consider the desirability of providing further accommodation for the judges to hold their courts. Mr. Plunket said the facts referred to had not been brought to his notice. The question of further accommodation at the Royal Courts of Justice seemed to be for the consideration, in the first instance, of the Lord Chancellor rather than of the Office of Works. Of course any suggestion coming from the Lord Chancellor would be immediately and carefully considered.

CASES OF THE WEEK.

MORGAN *v.* HARDY (FOTHERGILL, Third Party)—C. A. No. 1, 21st March.

Indemnity against Covenant to Repair—Bankruptcy of Surety before Termination of Lease—Bankruptcy Act, 1869 (32 & 33 Vict. c. 71), s. 31.

This raised an important point as to the construction of section 31 of the Bankruptcy Act, 1869. By an agreement made in 1873, Fothergill undertook to indemnify the defendant against a covenant contained in a lease to the defendant by the plaintiff to leave certain premises in repair at the end of the term thereby demised. In 1875 Fothergill became bankrupt, and was discharged in January, 1876. The term granted by the lease did not expire until January, 1883. In an action by plaintiff for breach of the covenant the defendant brought in Fothergill as third party, but he contended that the agreement to indemnify was, under section 31 of the Act of 1869, a "liability, present or future, certain or contingent" to which he was subject at the time of the proceedings, and was therefore a debt provable in bankruptcy, from which he was discharged by the order of discharge. The defendant, however, contended that the liability was one incapable of being estimated. The action was tried before Denman, J., who gave judgment for the defendant as against the third party (34 W. R. 254, 17 Q. B. D. 770). Fothergill appealed, and

The Court of Appeal (Bowen and Fry, L.JJ.; Lord Esher, M.R., dissenting) allowed the appeal. They considered that the intention of the Act of 1869 was to discharge the bankrupt when he obtained his order of discharge from all claims of contract creditors, and that, therefore, it was the duty of every such person to bring his claim before the trustee in bankruptcy. The trustee might possibly decline to estimate it, or, if he did estimate it, and the court considered that such a claim was not capable of being estimated, there was machinery specially provided by which it might be declared to be a debt not provable in bankruptcy. The words of the section clearly included such a liability as this. Lord Esher, M.R., thought that the liability in question was incapable of estimation, and that there was no duty on the defendants to have brought it before the trustee, who could not have estimated it. If he had estimated it it would have been necessary to go to the court to set aside his estimation, on the ground that it was incapable of valuation, and was, therefore, not a debt provable in bankruptcy, and the Legislature could not have intended to force the creditor to go through such a useless form.—Counsel, *Francis Williams*, Q.C., and *Abel Thomas*; *Lumley Smith*, Q.C., and *T. Terrell*; *McIntyre*, Q.C., and *Clement Higgins*, Q.C. Solicitors, *Wilkins, Blyth, & Dutton*; *Kingsford, Dorman, & Co.*; *Field, Roscoe, & Co.*

MALLET *v.* HANLEY AND ANOTHER—C. A. No. 1, 21st March.

Parliament—Vexatious Opposition to Bill—"Petitioner"—Costs—28 & 29 Vict. c. 27, s. 2.

By section 2 of 28 & 29 Vict. c. 27, when the committee on a private Bill shall decide that the preamble is proved, and report that the promoters of the Bill have been vexatiously subjected to expense in promoting the Bill by the opposition of any petitioner against the same, then the promoters shall be entitled to recover from the petitioner such portion of their costs of the promotion of the Bill as the committee may think fit. In the session of 1886 the plaintiff was promoting a Bill for the abandonment of certain tramways authorised by Act of Parliament in 1883. A petition against the Bill was presented in the name of the Skegness and St. Leonards Tramway Co., the petition being sealed with the company's seal. The two defendants were directors of that company, and the committee of the House of Commons decided that the preamble of the Bill was proved, and reported that the promoter had been vexatiously subjected to expense by the opposition of the present defendants, the directors of the company, petitioners against the Bill, and that the promoter was entitled to recover certain costs so incurred from them. The costs were taxed, and a certificate given, and judgment for the amount signed, the Court of Appeal holding that the proper course was for the defendants to move to set the judgment aside, and for leave to deliver a defence. The case is reported 35 W. R. 201, 18 Q. B. D. 303. The defendants accordingly so moved, on the ground that the statute only gave the committee jurisdiction to award costs against a "petitioner," and that the tramway company, and not the defendants, were the petitioners, and that, therefore, the committee had no jurisdiction, and the certificate was invalid. Affidavits were filed shewing that the defendants alone authorized the presentation of the petition, and that counsel for the petitioner stated that he appeared for the two defendants. The Divisional Court (Lord Coleridge, C.J., and Mathew, J.) refused the application (*see ante*, p. 318), and the defendants appealed.

The Court of Appeal (Bowen and Fry, L.JJ.; Lord Esher, M.R., dissenting) allowed the appeal. They thought that it was a question of the jurisdiction of the Parliamentary committee to inflict costs upon a petitioner. This jurisdiction was entirely statutory, and the court, therefore, had power to inquire into the construction of the statute. In their opinion the defendants were not petitioners within the meaning of the statute, and, therefore, they could not be rightly compelled to pay the costs. The meaning of petitioner was clearly the person who was present before the committee and who had signed and presented the petition. In this case the petition had been presented by the company, and the committee had no power to go behind that petition and inquire who were really the persons opposing this Bill. There was no machinery provided by the Act for such an inquiry, and no means by which such persons could be heard in their own defence. Lord Esher, M.R., was of the

contrary opinion. He considered that such a construction of the statute would work great injustice to the promoter of the Bill. If the parties were present before the committee, as they undoubtedly were in this case, he thought the committee had jurisdiction to inquire whether they really presented the petition, and that, the committee having rightly exercised that jurisdiction, there was abundant evidence on which they could find the defendants to be the real petitioners.—Counsel, *Bigham*, Q.C., and *T. W. Chitty*; *H. D. Greene*, Q.C., and *H. Kisch*. Solicitors, *Torr & Co.*; *W. Whitfield*.

THOMAS *v.* QUARTERMAINE—C. A. No. 1, 21st March.

Employers' Liability Act, 1880 (43 & 44 Vict. c. 42), s. 1—Knowledge of Plaintiff—Defence of Contributory Negligence.

The plaintiff was a workman employed in the defendant's brewery, and, while endeavouring to pull away a plank lying underneath one of the boilers, he fell backwards into a vat filled with scalding liquid which had a rim raised only fourteen inches above the level of the ground. The county court judge held that there was evidence of negligence on the part of the defendant, since the rim did not afford sufficient protection to the vat. The Divisional Court reversed this decision (34 W. R. 741, 17 Q. B. D. 414), on the ground that it was not a defect in the condition of the ways, works, and machinery.

The Court of Appeal (Bowen and Fry, L.JJ.; Lord Esher, M.R., dissenting) now upheld this decision, but on different grounds. They said the case was one of great importance, since it depended on the construction of the Employers' Liability Act. In their opinion that Act did not do more than remove such fetters as were imposed by the relation of master and servant. The Act had placed a workman, with certain exceptions, in a position as advantageous, but no better than that of persons using his master's premises, but who were not employed by the master. The workman would have to prove that there had been some breach of duty by the master towards the workman and that that breach of duty was the proximate cause of the accident. Although mere knowledge of the risk on the part of the workman did not necessarily amount to a conclusive defence, still knowledge, under circumstances which shewed that the risk was voluntarily encountered, would amount to a complete defence. It was plain that in this case the plaintiff had known of the danger and had voluntarily incurred it. If the case of *Weblin v. Ballard* (34 W. R. 155, 17 Q. B. D. 122) conflicted with this view, that case must be overruled. Lord Esher, M.R., considered that the question was one of fact for the county court judge, and that there was evidence on which he was justified in finding that the defendant had been negligent. The knowledge by the plaintiff of the risk was no defence to such an action; it only amounted to evidence of contributory negligence on the part of the plaintiff. On that evidence the county court judge had found, as a fact, that there was no contributory negligence, and the court had no power to interfere with that finding.—Counsel, *Crump*, Q.C., and *Hodson*; *Graham* and *E. P. Hewitt*. Solicitors, *Summerhayes*; *Wansey, Bowen, & Co.*

ADAMS *v.* BATLEY—C. A. No. 1, 23rd March.

Practice—Interrogatories—Penalty—3 & 4 Will. 4, c. 15, s. 2; 5 & 6 Vict. c. 45.

This was an appeal from a divisional court ordering the defendant to answer the plaintiff's interrogatories. The action was brought to recover certain sums of forty shillings for infringement of the copyright of certain musical compositions under 3 & 4 Will. 4, c. 15, s. 2, as extended to musical compositions by 5 & 6 Vict. c. 45. By that section any person infringing the copyright shall be liable for each and every representation of the composition to the payment of an amount not less than forty shillings, or to the full amount of the benefit or advantage arising from such representation, or the injury or loss sustained by the plaintiff therefrom, whichever shall be the greater damages. The defendant declined to answer the interrogatories on the ground that the action was an action for penalties, and that, therefore, no discovery was allowable.

The Court (Lord Esher, M.R., Bowen and Fry, L.JJ.) dismissed the appeal. They said that the case did not come within the doctrine which prevented a court of equity from allowing discovery by way of interrogatories. The payment of money in this Act was a payment by way of damages and not by way of penalty. It was not a payment imposed on the defendant by way of punishment, but by way of compensation to the plaintiff. It had none of the characteristics of a penalty.—Counsel, *Shortt*; *Fillan*. Solicitors, *Dangerfield & Blythe*, for *Hall, Son, & Lord*, Manchester; *Grayston*.

Re CROSSLEY, MUNNS *v.* BURN—C. A. No. 2, 21st March.

Composition—Release of Debtor—Debt Incurred by Fraud—Administration Action by Creditor—Statute of Limitations—Creditor not Party to Action—Bankruptcy Act, 1869, s. 28—Debtors Act, 1869, s. 15.

In this case a question arose as to the effect of a composition under section 28 of the Bankruptcy Act, 1869, upon a debt which the debtor had incurred by a fraud. Section 28 provided that, after the making of an adjudication of bankruptcy, the trustee in the bankruptcy might, "with the sanction of a special resolution of the creditors assembled at any meeting of which notice has been given, specifying the object of such meeting, accept any composition offered by the bankrupt or assent to any general scheme of settlement of the affairs of the bankrupt upon such terms as may be thought expedient," subject to the approval of the court, and that "the approval of the court shall be conclusive as to the validity of any such composition or scheme, and it shall be binding on all the creditors, so far as relates to any debts due to them and provable under the bankruptcy." Section 15 of the Debtors Act, 1869, provides that "where a debtor makes any arrangement or composition with his creditors under the provisions of the Bankruptcy Act, 1869, he shall remain liable for the unpaid balance of any debt which he incurred or increased, or whereof, before the date of the arrangement or composition, he obtained forbearance by any fraud, provided that the defrauded creditor has not assented to the arrangement or composition otherwise than by proving his debt and accepting dividends." The question was, whether section 15 applied to a composition accepted under the provisions of section 28, so that a creditor whose debt had been incurred by fraud, and who had not assented to the composition otherwise than by proving his debt and accepting dividends, could prove for the unpaid balance of his debt in an action to administer the estate of the (deceased) debtor brought by another creditor. It was contended that section 15 of the Debtors Act applied only to a composition accepted by the creditors of a debtor who had instituted proceedings for the liquidation of his affairs or composition under sections 125 and 126 of the Bankruptcy Act, 1869.

The Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.), affirming the decision of Bacon, V.C., held that section 15 applied to a composition under section 28 as well as to a composition under section 126, and that the creditor was entitled to prove in the administration action for the unpaid balance of his debt. The Court also held that the existence of the administration action, though it was not expressed to be brought by the plaintiff on behalf of the other creditors of the testator, prevented the Statute of Limitations from running against a creditor, who, though he was not a party to the action, was entitled to go in and prove his debt under the judgment.—Counsel, *A. Young*; *Ince*, Q.C., and *St. John Clarke*. Solicitors, *John Holmes & Son*; *Leathley & Phipson*.

Re HASTINGS, HALLETT *v.* HASTINGS—C. A. No. 2, 22nd March.

Married Woman—Separate Estate—Statute of Limitations (21 Jac. 1, c. 16), s. 3.

This was an appeal from a decision of Kay, J. (*ante*, p. 60, 35 W. R. 135). The question was whether the Statute of Limitations applies by analogy to a claim against the separate estate of a married woman. In April, 1875, the second husband of H. paid to her separate account £400. H. died on December 30, 1884, without having made any payment of interest or principal in respect of the £400, or given any acknowledgment in writing of her liability to repay it. There was evidence that she had verbally admitted that the £400 had been lent to her, and had agreed to repay it, with interest at five per cent., out of her separate estate. H. was, at the time of her death, possessed of separate estate available for the payment of the £400. In an action to administer her estate the husband claimed to rank as a creditor against her separate estate for £400 and interest. The claim was disallowed by the chief clerk, and his decision was confirmed by Kay, J., who held that, assuming the £400 to have been a loan, there was no ground for saying that a simple contract debt contracted by a married woman ought not to be treated in equity as barred by analogy to the Statute of Limitations.

The Court of Appeal (Cotton, Lindley, and Lopes, L.JJ.) affirmed the decision. Cotton, L.J., said that in his opinion the statute operated by analogy as a bar. What, according to the doctrine of courts of equity, was the position of a married woman with regard to her separate estate? As this debt was contracted in 1875 the case was not governed by the Married Women's Property Act, 1882, but by the general rules of equity as to separate estate. Under the doctrine of separate estate married women were allowed a protection which could not be annexed to the estate of a man. When a restraint on anticipation was imposed a married woman was precluded from binding by her act property which belonged to her for her separate use. But, where no restraint on anticipation had been imposed, the court considered the married woman, so far as regarded her separate property, as in the same position as if she were a *feme sole*—that is, she was capable of entering into contracts which would bind her separate property just as if she were unmarried. Such contracts could not be enforced against her personally, though they would bind her separate property. And after a claim had been established in an action against her by a creditor, an inquiry would be directed what separate estate she had at the time of contracting the debt, and the trustees of the property would be directed to apply it in satisfaction of the claim. Being, therefore, entitled to contract as regarded her separate property (if not restrained from anticipation) just as if she were a *feme sole*, the necessary consequence was that the Statute of Limitations was applicable to the contracts of a married woman just in the same way as it would apply to the contracts of a *feme sole* or any other person not incapacitated from entering into a contract. The analogy of the statute, therefore, applied in equity to the debts and obligations of a married woman. It was argued that the statute ought not to apply in this case, because the debt was contracted by the married woman with her husband, who could not bring an action against his wife. It was true that there could be no judgment in the ordinary way against a married woman, and that the court would require the trustees of her separate estate to be before it. The fact that in this case the husband was himself the trustee would not have prevented his obtaining payment of the debt, as he had the legal ownership of the fund which was liable to satisfy the debt. In his lordship's opinion the decision of the Lord Chancellor of Ireland in *Vaughan* v. *Walker* (8 Ir. Ch. Rep. 458) was erroneous. Lindley and Lopes, L.JJ., concurred.—Counsel, *Fischer*, Q.C., and *J. G. Wood*; *Graham Hastings*, Q.C., and *Phipson Beale*; *Colt*. Solicitors, *W. & J. Flower & Nussey*; *Stevenson & Cumberbell*; *Torr & Co.*

WELDHEN *v.* SCATTERGOOD—C. A. No. 2, 23rd March.

APPEAL—SECURITY FOR COSTS—MARRIED WOMAN—SEPARATE ESTATE—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1, SUB-SECTION 2.

The question in this case was whether a married woman, who is an appellant, can be required to give security for the costs of her appeal if it is shewn that she has not the means of paying the costs if unsuccessful. Sub-section 2 of section 1 of the Married Women's Property Act, 1882, provides that a married woman shall be capable of suing and being sued, either in contract or tort, or otherwise, in all respects as if she were a *feme sole*, and "any damages or costs recovered against her in any such action or proceeding shall be payable out of her separate property, and not otherwise." It was argued that the above words in inverted commas prevent the court from requiring a married woman to give security for costs.

THE COURT OF APPEAL (COTTON and LINDLEY, L JJ.) held that there was no foundation for this argument, and required the appellant to give security.—COUNSEL, *J. Cutler; J. Henderson.* SOLICITORS, *Pitman & Sons; F. J. & G. J. Braikenridge.*

Re THE CHELSEA WATERWORKS CO.—Kay, J., 12th March.

LANDS CLAUSES ACT, 1845 (8 & 9 VICT. c. 18), s. 69—LANDS TAKEN FROM CORPORATION WHO HAVE NO POWER TO SELL—PURCHASE-MONEY PAID INTO COURT—PAYMENT OUT—PERSONS "ABSOLUTELY ENTITLED."

The Metropolitan Board of Works, acting under the provisions of the Lands Clauses Act, purchased compulsorily certain lands belonging to the Chelsea Waterworks Co. in fee, which were actually in use at the time for the purposes of the company; and another site for the water pipes was provided. The company was incorporated under an Act of 1852, which incorporated the Lands Clauses Act, and they had no power to sell other than superfluous land. The purchase-money was paid into court under section 69, and the company now petitioned that it might be paid out to them as being persons "absolutely entitled to such money" within the section. It was also argued that it ought not to have been paid into court.

KAY, J., said that he could not follow *The Caledonian Railway Co.* v. *The City of Glasgow Union Railway Co.* (Sc. Sess. Cas., 3rd series, vol. 7, p. 1072), and must hold that it was right to pay the money into court. But it could not be applied according to any of the directions given in section 69, except that to pay to the persons absolutely entitled. The company were absolutely entitled, and the money must be paid out to them.—COUNSEL, *J. Dixon; F. Pownall.* SOLICITORS, *Few & Co.; Solicitors to the Metropolitan Board of Works.*

Re FLETCHER, SMITH *v.* FLETCHER—North, J., 17th March.

WILL—CONSTRUCTION—POWER TO TRUSTEES TO EXPEND MONEY IN COMPLETING AND FURNISHING A HOUSE.

The question in this case was whether certain expenditure which the trustees of a will proposed to make was authorized by a power given to them by the will to expend money in the completion and furnishing of a mansion house. The testator was a domiciled Englishman, but he had an estate in Scotland called the L. Estate. He made an English will of his personalty; he also made a Scotch deed of disposition and settlement of his Scotch real estate. By this instrument he settled the L. Estate on his son F., whom he constituted heir in entail. The testator had before his death commenced extensive alterations in the mansion house on the L. Estate, which were not completed at the time of his death. By a codicil to his English will he directed that, in case he should die before the mansion house which he was building on his L. Estate and the outbuildings, gardens, and grounds thereto should be completed, furnished, and planted respectively, his executors should pay to the trustees of his Scotch trust disposition and settlement such a sum not less than £5,000, nor more than £15,000, as such trustees in their absolute discretion should deem necessary or proper for the purpose, to be expended by them in or towards the completion, furnishing, and planting respectively of the said mansion house and the outbuildings, gardens, and grounds thereto. The Scotch trustees desired to apply the whole sum of £15,000 on certain proposed expenditure. As the executors of the English will were to a great extent the same persons as the Scotch trustees, they wished to have the decision of the court whether the proposed expenditure was authorized by the power. Among the items of the proposed expenditure was a large sum for the installation of apparatus for lighting the premises by electricity, a sum of £3,738 for garden houses, a sum of nearly £3,000 for plate, pictures, china, books, and other articles, and a sum of £1,000 for one picture, which had been already bought by the son F. himself.

NORTH, J., was of opinion that the expenditure of a proper amount on the installation of electric lighting apparatus was within the power, as was also the expenditure on garden houses and plate, pictures, and books such as the trustees considered necessary and proper. But he thought they were not justified in paying the £1,000 for the picture which the son had already bought.—COUNSEL, *Napier Higgins*, Q.C., and *Methold; Finlay*, Q.C., and *Ingle Joyce.* SOLICITORS, *Gregory, Rowcliffe, & Co.*

Re HURTER—North, J., 23rd March.

PRACTICE—SECURITY FOR COSTS—APPLICATION BY MOTION OR SUMMONS—COSTS.

The opponents of an application for the registration of a word as a trade-mark obtained in chambers, on the 24th of February, an order that the applicant, who was a foreigner residing out of the jurisdiction, should give security for the costs of the opponents. And it was ordered that, until the security was given, the applicant should not take any further proceedings in the matter against the opponents. The security was not given, and on the 15th of March the opponents gave notice of a motion for the 18th of March, before North, J., in court, that the applicant might be ordered to give the security within seven days, and that, in default of his doing so, his application might be dismissed with costs, without any further order.

NORTH, J., held that the opponents were entitled to the preremptory order for which they asked. But he said that the application ought to have been made, not by motion in court, but by summons in chambers, and therefore he should only allow the opponents the costs of a summons.—COUNSEL, *Cozens-Hardy*, Q.C.; *Ingpen.* SOLICITORS, *Janson, Cobb, & Co.; E. Kennedy.*

STANLEY *v.* MAYOR, ALDERMEN, AND CITIZENS OF THE CITY OF NORWICH—Kekewich, J., 23rd March.

FREEMEN—CUSTOM—MUNICIPAL CORPORATIONS ACT, 1835 (5 & 6 WILL. 4, c. 76), s. 2.

In this action, which was brought by four freemen of Norwich on behalf of themselves and the other freemen, the plaintiffs claimed as their private property some eighty acres of building land, called the Town Close, at Norwich. It formed part of land formerly belonging to the Prior of Norwich, which he had released to the "mayor, sheriffs, citizens, and commonalty" in pursuance of a compromise of a dispute about the respective rights of the priory and the city. In 1524 the corporation directed that no "foreign inhabitant" should put any beast to pasture on this land, but only "citizen inhabitants," and it appeared from the evidence that the rent of the land had, until a year or two since, been paid to the freemen. It was contended on behalf of the defendants that the property belonged to the corporation for the benefit of all the citizens and not to one particular class of them.

KEKEWICH, J., said there were many questions of interest in the case, but the main one was whether, having regard to the Municipal Corporations Act, 1835, s. 2, the property in question was the private property of one particular class of the inhabitants. The clause of the Act was in these terms:—"And whereas, in divers cities, towns, and boroughs, the common land and public stock of such cities, towns, and boroughs, and the rents and profits thereof, have been held and applied for the particular benefit of the citizens, freemen, and burgesses of the said cities, towns, and boroughs respectively, or of certain of them, or of the widows or kindred of them, or certain of them, and have not been applied to public purposes: be it therefore enacted: That every person who now is, or hereafter may be, an inhabitant of any borough, and also every person who has been admitted, or who now is, or hereafter may be, the wife or widow, or son or daughter, of any freeman or burgess, or who may have espoused, or may hereafter espouse, the daughter or widow of any freeman or burgess, or who may have been, or may hereafter be, bound an apprentice, shall have and enjoy and be entitled to acquire and enjoy the same share and benefit of the lands, tenements, hereditaments, and of the rents and profits therefor, and of the common lands and public stock of any borough or body corporate . . . as fully and effectually, and for such time and in such manner as he or she, by any statute, charter, bye-law, or custom in force at the time of passing this Act, might or could have had, acquired, or enjoyed in case this Act had not been passed." He should decide the case as if it had been brought the day after the passing of the Act. The question really reduced itself to this—how had the property been held and enjoyed for the last 350 years? From the extracts produced from the documents of the Corporation, it was clear that, when there were receipts from the land, freemen, and freemen alone, were entitled to share them. It had been suggested that their enjoyment of these rents and profits was of grace, not of right, but the entries did not bear this out. At the time, then, of the passing of the Municipal Corporations Act, 1835, the freemen were in the enjoyment of certain property, and their enjoyment, he thought, came under the word "custom" in section 2 of that Act, which, however, was not "custom" in the strict legal sense, and that without reference to the origin and legality of the rights. *Prentney* v. *Mayor and Corporation of Colchester and the Attorney-General* (21 Ch. D. 111) seemed very much in point, and he should follow it. There would be a declaration that the Corporation held the Town Close in trust for the freemen of the city of Norwich, and an account accordingly; also an inquiry as to who were the freemen entitled to the benefit of the declaration, and any question as to what constituted a freeman of Norwich could be determined under that inquiry. It would be open to the Attorney-General to apply for a scheme upon the footing of a charitable trust if he should be so advised.—COUNSEL, *Warmington*, Q.C., *Swinfen Eady*, and *Sheerman; Barber*, Q.C., *Elton*, Q.C., and *W. Phipson Beale; Ingle-Joyce.* SOLICITORS, *C. F. Martelli*, for *J. Stanley*, Norwich; *Sharpe, Parkers, Pritchard, & Sharpe*, for *H. D. Miller*, Norwich; *Hare & Co.*

In the Goods of PRICE—P. D. & A. Div., 22nd March.

PROBATE—MARRIED WOMAN—LIMITED GRANT—GENERAL GRANT—MARRIED WOMEN'S PROPERTY ACT, 1882, ss. 1, 6, 7, 23.

Judgment was given in this case on an application for a grant of probate of the will of a married woman in a general form, and not in the ordinary form, limited to such personal estate as the deceased had a right to appoint or dispose of. The testatrix, a married woman, had, by her will, given all her real and personal property to the use of her daughter, Frances Amelia Price, absolutely, and had appointed Frederick Joseph

Price, and the said Frances Amelia Price her executor and executrix. In support of the motion it was contended that since the passing of the Married Women's Property Act, 1882, there was no ground for following the old form of limited grant. Section 1, sub-section 1, had rendered a married woman capable of acquiring, holding, and disposing, by will or otherwise, of any property as if she were a *feme sole*, and the power thus conferred was subject to no limitation. The provisions of sections 5, 6, and 23 were also referred to, and it was urged that the limited form of grant caused much inconvenience when stock had to be sold. The case stood over, in order to enable Butt, J., to consult the registrars of the division as to the practice.

Butt, J., now said that, while understanding the reasons for the form of grant hitherto followed in the case of the wills of married women, he had never been able to understand its necessity, but it appeared to him that, in the face of recent legislation, the old form ought not to be insisted upon, and since the Married Women's Property Act, 1882, had altered the position of a married woman with regard to her powers of holding and disposing of separate property, the probate might issue in the ordinary form. He added that the president of the division had expressed his approval of that course being followed.—Counsel, *Houghton*. Solicitors, *Tatham & Son*.

HARRISON *v.* HARRISON—P. D. and A. Div., 22nd March.

Divorce — Variation of Settlements — Permanent Maintenance — Reversionary Interest—Dum Sola et Casta Clause — Divorce Act, 1857 (20 & 21 Vict. c. 85), s. 32.

Judgment was given in this suit on a petition for variation of settlements and for permanent maintenance after a decree dissolving the marriage on the ground of the husband's cruelty and adultery. It appeared from the registrar's report that the respondent had brought no property into settlement, and that the property brought into settlement comprised a sum of £1,000 invested on mortgage and producing about £40 per annum, and the petitioner's reversionary interest in one-fifth of a fund of £5,074 4s. 2d., after the death of a lady now about seventy-five years of age. The trusts of the settlement were for the petitioner for life, and after her death, in default of children, for such person or persons as the wife should by deed or will appoint, and, in default of appointment, as if she had died intestate and unmarried. There were no children of the marriage. The husband's income, derived from various stocks and shares, was about £400 per annum, and he had a reversionary interest in a fund of about £7,700 (producing an income of about £340 per annum) on the death of his uncle. The wife's present income out of the settled property was about £40 per annum, and on the falling in of her reversionary interest it would be increased by about the same sum. The registrar's report proposed that the respondent should pay to the petitioner a yearly sum of £110 during their joint lives and until the falling in of his reversion, after which he should pay an additional £100 per annum, his payments to be reduced by £40 whenever the petitioner's reversions should fall in. On the motion to confirm the registrar's report the respondent's counsel contended that the court could not take the respondent's reversionary interest into account, but could only deal with the state of things existing at the date of the decree. Application was also made to the court to direct the insertion of a *dum sola et casta* clause in the deed. The following authorities were referred to:—*Fisher* v. *Fisher* (2 S. & T. 410); *Sydney* v. *Sidney* (4 S. & T. 178); *Gladstone* v. *Gladstone* (24 W. R. 739, 1 P. D. 442); *Hart* v. *Hart* (30 W. R. 8, 18 Ch. D. 670); *Medley* v. *Medley* (30 W. R. 937, 7 P. D. 122).

Butt, J., now said that he could not accede to the full extent to the respondent's contention that upon a petition for permanent maintenance the court had no power to deal with the reversionary interest belonging to the husband; but he should not be disposed to deal with it except under exceptional circumstances, as, for instance, if there were no other means of making provision for the wife. Under these circumstances he ordered the respondent to secure to the petitioner an annual payment of £130 during their joint lives, leaving the respondent's reversionary interest untouched. The *dum sola et casta* clause was an unusual one under the circumstances, and he declined to order it to be inserted in the deed.—Counsel, *Bayford*, Q.C., and *Barnard*; *Inderwick*, Q.C., and *Searle*. Solicitors, *Hughes & Son*; *A. T. Cox*.

BANKRUPTCY CASES.

Ex parte BRODERICK, *Re* BEETHAM—C. A. No. 2, 18th March.

Equitable Mortgage—Parol Agreement—Part Performance—Statute of Frauds.

The question in this case was whether a bankrupt had, before his bankruptcy, given a valid equitable mortgage of certain real estate belonging to him. His mother was the tenant for life of a farm; the bankrupt and his elder brother were respectively entitled in reversion, expectant on the life estate of the mother, to one-fifth share of the farm. The bankrupt was the local manager of a branch of a banking company, the elder brother being the general manager of the company. The bankrupt had become indebted to the company, and he, in May, 1874, verbally promised the directors that he would give the company security for his debt. In September, 1881, the mother died, and the title deeds of the farm, which had been in her possession as tenant for life, came into the possession of the elder brother for the purpose of paying succession duty in respect of the property. He told the bankrupt that he had the deeds, and the bankrupt verbally directed him to hold them as to his one-fifth share of the property as security for the bank. After this the bankruptcy took place, and the trustee in the bankruptcy claimed the bankrupt's one-fifth share of the rents of the property. The Divisional Court (Cave and Wills, JJ.) held (18 Q. B. D. 380) that no valid equitable mortgage had been created, and that the trustee was entitled. Cave, J., said that he was not aware of any case which went the length of holding that, where a third person already had possession of title deeds for another purpose, an oral communication by a part owner of the property to which the deeds related, purporting to make the third person a trustee of the deeds for a creditor, could create a good equitable mortgage in favour of that creditor. So to hold would be to repeal the Statute of Frauds so far as the creation of equitable mortgages was concerned.

The Court of Appeal (Lord Esher, M.R., and Bowen and Fry, L.JJ.) affirmed the decision. Lord Esher, M.R., said that, there being nothing but a verbal promise by the bankrupt to give security, in order to take the case out of the Statute of Frauds it must be shown that there had been part performance of the promise. The deeds were not handed by the bankrupt to his brother. When the direction was given by the bankrupt to hold the deeds from the bank nothing more was done with them, they were left in precisely the same position as before. The one brother said something and the other said something. Was that such a part performance of the original verbal promise as would take the case out of the statute? His lordship agreed with what Cave, J., had said. When a verbal promise had been given to do a thing, and nothing took place afterwards but the speaking of more words by the person who had given the promise, when nothing was done in fact, the statute could not be satisfied. If goods were in the hands of a warehouseman, and the owner of them sold them and then directed the warehouseman to hold them thenceforth for the purchaser, and the warehouseman transferred the goods in his books into the name of the purchaser, an act would have been done which would exclude the Statute of Frauds. But in the present case nothing had taken place but a verbal communication, and that did not amount to a part performance of the original promise. Bowen, L.J., said that the bank were bound to prove a part performance of something which there had been a promise to perform, and he could see nothing which amounted to a change of the legal rights of the parties. Nothing passed between the two brothers but conversation, and to hold that this was part performance of the promise would be to repeal the Statute of Frauds so far as it related to equitable mortgages. *Daw* v. *Terrell* (33 Beav. 218), which had been referred to, was entirely distinguishable. Fry, L.J., entirely concurred in the view that the mere words spoken by the bankrupt to his brother as to the custody of the deeds could not be said to have been a part performance of the verbal promise to give security.—Counsel, *Everitt*, Q.C., and *Luck*; *Ambrose*, Q.C., and *J. Broughton Edge*. Solicitors, *Clarke, Rawlins, & Co.*; *Torr & Co.*

CASES AFFECTING SOLICITORS.

UNQUALIFIED PRACTITIONERS IN COUNTY COURTS—Croydon County Court, before Judge Lushington and Mr. J. E. Fox, Registrar, 16th March.

When his Honour took his seat Mr. J. Appleby asked leave to make a statement. He stated that that morning he had four or five cases put into his hands on behalf of poor persons who were unable to pay a solicitor's fees, but on appearing before the registrar that morning he had refused to hear him, and had stated that agents could not be permitted to conduct cases. He should like to have information on this subject, because this would be a very great loss to them. The registrar said his opinion was, and he had been confirmed by the Treasury, that it was illegal and improper for persons not duly qualified to appear in the county courts "for fee or reward." He had communicated with Mr. Nicol, and he had the authority of the Treasury for refusing to hear unqualified persons. Section 10 of the County Courts Act, 1856, provided that those who might be heard were persons duly qualified to appear, and that persons defending should be duly authorized, and the view Mr. Nicol took was that a person was not duly authorised who was acting in contravention of an Act of Parliament.

His Honour remarked that it was the custom in the Croydon and other county courts to allow suitors to appear by agents, and it was a thing which could not be altered without great consideration. He quite saw that there were conflicting interests in the matter.

The Registrar said the reason he had for investigating this was that grave irregularities, with which Mr. Appleby was in no way concerned, had taken place with reference to the actions of "agents."

Mr. Appleby: Of course this will be a great loss to me and to others.

His Honour: It is not your interests so much as the interests of the suitors I am considering. He said it was an important question, because in all the courts persons called debt collectors, who, no doubt, were paid, were constantly appearing, and he supposed it was to the convenience of suitors that they should appear, and he did not know that he should be justified in excluding them. He would give his decision next court day, but he did not think he should be able to exclude them.

SOLICITOR STRUCK OFF THE ROLLS.

21st March—John Devereux Pugh (Wrexham).

On Friday last Mr. Justice Kay granted an injunction to prevent a defendant from removing a plaintiff out of the jurisdiction of the court.

ACCOMMODATION FOR PRISONERS AWAITING TRIAL.

The report of the committee appointed last year "to inquire into the present accommodation for prisoners in court-houses and other places while awaiting trial at assizes and sessions, and to report what alterations they may consider desirable in the existing arrangements," has recently appeared. The committee deal in detail with the existing accommodation in about 200 of the court-house lock-ups. They say that "in some order and decency are attempted to be enforced by the presence of an officer among the prisoners; in others no officer could be expected to endure the atmosphere in which the prisoners have to spend their time; and the worst evils of that promiscuous association, against which it has been a primary object of modern prison discipline to guard, must be encountered for hours, and even days together, by children, women, and men who may be, and some of whom are, innocent. In some places where separation is effected it is by means which appear to be capable of amounting to positive torture. Men and women are, in many such places of detention, bolted for many consecutive hours, sometimes for many consecutive days, into boxes or cupboards measuring, in some instances, as little as 2ft. 4in. by 2ft. 1in. (Gloucester, where prisoners have been confined in these boxes six days running), and even 2ft. 6in. by 1ft. 9in. in one instance (Bodmin). This practice is more common than might be supposed, as the following specimens will shew:—Central Criminal Court, boxes, 2ft. 6in. by 3ft.; Surrey Sessions, 3ft. 10in. by 2ft. 2in.; Clerkenwell Sessions, 4ft. by 2ft. 9in.; Devizes, 2ft. 4in. by 2ft. 6in.; Salisbury, 3ft. by 2ft. 6in.; Marlborough, 2ft. by 2ft. 4in.; Gloucester, 2ft. 1in. by 2ft. 4in.; Lewes, 2ft. 6in. by 3ft.; and Bodmin, 2ft. 6in. by 1ft. 9in.

"When it is considered that a great many of such cells are all but dark, that for their inmates there is no possibility of distraction of any kind, that some are close and overheated by hot-water pipes or gas burners, while in others the temperature in winter is often as low as 40 to 45 degrees, with damp and unprotected stone floors, it is not using the language of exaggeration to say that such a method of confinement may inflict great suffering, both of body and mind, and that its wholesale adoption savours little of the humanity which is extended to convicted criminals. In some of such places there are either no seats at all (Newcastle-under-Lyme), or seats of brick (Dorchester), or of stone (Lancaster). In very many instances the rooms or cells are without any means of procuring warmth; in many others, the only method of warming is by burning the gas jet, without which the inmates would be in partial or total darkness; and, as it is rather the exception than the rule to find adequate ventilation, the state of the atmosphere at the close of the day must necessarily be foul and unwholesome. In some cases the offices of nature, if performed at all, must be performed in the presence from two to eight or ten spectators."

The committee say:—"It will be necessary as things stand, and in any case desirable, to work through the local authorities, and as far as possible with them, and it is very satisfactory to observe the number of instances in which the representations of the Prison Commissioners have been favourably received and acted upon by the authorities. In some instances, however, a different spirit has prevailed, and it is obvious that such of the local authorities as have been so far forgetful of their duties as to have allowed such things as have been pointed out to pass must need some effectual pressure from without."

The committee then enumerate the matters to be amended. These are, shortly, separation; increased space; proper warmth and ventilation; and decent sanitary accommodation. With regard to warmth the committee say:—"Many of the places of confinement in question are liable to fall to 40deg. or 45deg., or even lower in very cold weather. The persons confined in them can generally take no exercise of any kind. They are, as a rule, poorly clad, and not particularly well fed. It offends any due sense of fair play to keep a person under conditions which must benumb his faculties, paralyze his energies, and make him physically miserable, and then, after some hours of this treatment, to call upon him at a moment's notice to struggle for his liberty, perhaps for many years, against and in the presence of persons who are, generally speaking, at all events warm."

NEW ORDERS, &c.

APPOINTMENT OF RECEIVER BY WAY OF EQUITABLE EXECUTION.

The following departmental directions, dated the 19th of March, have been issued to the Summons and Order Department (Q. B. Div.) as to orders appointing a receiver by way of equitable execution.

I. In all cases where the judgment for debt and costs is for more than £50 and less than £100, a direction is to be added to the order that

"The total amount to be allowed for the costs of the Receiver (including his poundage, the costs of obtaining the appointment, of completing the security, passing his accounts, and obtaining his discharge), shall not exceed 10 per cent. of the amount for which the judgment is signed."

II. Where the judgment (for debt and costs) is for a sum less than £50, then,

If the property is freehold or leasehold, the plaintiff should be made (by the order) answerable for the receiver, but no further security need be required, and the receiver should not act without the leave of the court or a judge.

If the property is personalty (other than leasehold), the plaintiff should be appointed receiver limiting the amount to be received to the amount of his judgment debt and costs of obtaining the order, not exceeding £4.

HIGH COURT OF JUSTICE—CHANCERY DIVISON.

ORDER OF COURT.

Thursday, the 24th day of March, 1887.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling should for the purpose only of hearing or of trial be transferred to Mr. Justice Kekewich. Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling to Mr. Justice Kekewich, for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

From Mr. Justice CHITTY (Witness Actions).

Tristam v Eld 1886 T 253 Dec 17
Randall v Evans 1886 R 879 Dec 20
In re Moone, decd, Moone v Moone 1886 M 1499 Dec 21
Condy & Mitchell, ld, v Taylor & Co, ld 1886 C 3824 Dec 23
Meston v Kelday 1886 M 325 Dec 24
In re M A Taylor, decd, Turpin v Pain 1886 T 1458 Jan 5
Ellis v Workman 1886 E 6811 Jan 5
Punchard v Imperial Continental Water Corporation, ld 1885 P 2767 Jan 6
Birmingham and District Land Co, ld, v L & N W Ry Co 1886 B 571 Jan 7
Ford, Rathbone, & Co v Aspdin 1886 F 431 Jan 8
Earl of Darnley v London, Chatham, and Dover Ry Co 1886 D 821 Jan 13
Young v Berriman 1886 Y 220 Jan 20
Patents Investment Co, ld, v Crompton 1886 P 2372 Jan 20
Pile v Simons 1886 P 1923 Jan 22
In re C Moreton, otherwise Coppen, decd, Moreton v Coppen 1886 M 1681 Jan 24
Clay v Bracken 1886 C 3145 Jan 28
Baroness Wenlock v River Dee Co, ld 1886 W 1293 Jan 31
Duck v Hengh 1886 D 1900 Jan 31
Phillips v Phillips 1886 P 1795 Feb 3
Hawkins v King 1886 H 4170 Feb 4
Pickford v Pickford 1886 P 1241 Feb 4
Taylor v Faulkner 1886 T 1631 Feb 10
Gas Light and Coke Co v South Met Gas Co 1886 G 1980 Feb 12
In re J McQuinn, decd, Hill v Buckley 1885 M 3792 Feb 14
Higgens v Maber 1886 H 4163 Feb 14
Franke v Vert 1886 F 1909 Feb 16
Baxter v Harfield & Co 1885 B 5102 Feb 16
Edwards v Jones 1886 E 1001 Feb 19
Parsons v Saffory 1886 P 1198 Feb 22
Haymes v Leach, Leach v Haymes 1886 H 4245 Feb 22

SECOND SCHEDULE.

Before Mr. Justice NORTH (Witness Actions).

Taylor v Graham 1885 T 1,748 March 18
Fox v Denton 1885 F 1,793 March 20
Croft v Rickmansworth Highway Board 1885 C 3,190 March 22
Bowman v Hopper 1885 B 3,505 June 19
Chatteris v Isaacson 1886 C 143 Nov 18
Hawkins v Hawkins 1886 H 3,368 Nov 19
Stobbs v Kelsey 1882 S 4,971 Nov 25
In re W. Farrow, Moore v Farrow 1886 F 1,176 Nov 25
Bunting v Mulkerntors 1885 B 2,335 Nov 30
In re Fletcher, Barnett v Fletcher 1883 B 712 Dec 1
Wood v Aylward 1886 W 2,471 Dec 2
Topham v Booth 1886 T 893 Dec 4
Lodge v Poole 1886 L 641 Dec 4
Ede v Watson 1885 E 446 Dec 6
Paget v Ethcuit Paget v Ellis 1886 P 1,318 Dec 7
Elliot v Steel 1885 E 592 Dec 11
Cooke, Sons, & Co. v The New River Co. 1886 C 2,292 Dec 13
Todd v Herring 1886 T 1,427 Dec 13
Furber v Best 1886 F 1,123 Dec 14
Noakes v Room 1886 N 911 Dec 14
Sahler v Fuchs 1886 S 4,645 Dec 15
Caswell v Hunton 1886 C 3,797 Dec 20
Means v Bull 1886 M 2,336 Dec 20
Rowe v School Board for London 1886 R 1,884 Dec 31
Nicholls v Kimpton 1886 N 1,444 Jan 5
Bailey v Bailey 1886 B 3,401 Jan 5
Marshall v Cox 1886 M 2,872 Jan 6
Rudder v Booth 1886 R 871 Jan 6
Tennant, Widow, v Lord Claud Hamilton 1885 T 1,932 Jan 9
Buttery v London & N W Ry Co 1885 B 2,759 Jan 11
Woolf v Woracott 1886 W 2,344 Jan 11

Bushby v Stoel 1886 B 5,107 Jan 15
Hart v Shaw 1886 H 3,578 Jan 18
Apollinaris Co, ld v Apollo Water Co, ld 1886 A 755 Jan 21
Foster v Wheeler 1886 F 1,120 Jan 22
Earl Sydney v Lowe 1886 S 1,185 Jan 28
Fox Bros. & Co. v Paget 1886 F 1,037 Jan 28
Lovejoy v Downes 1886 L 2,635 Jan 29
Robertson v Sankey 1886 R 2,033 Jan 31
The Sun Permanent Building Society v Luke 1886 S 2,013 Feb 1

THIRD SCHEDULE.

From Mr. Justice Stirling (Witness Actions)

In re Naylor, Naylor v Daws 1885 N 660 Dec 17
Cavanagh v Riddell 1884 C 891 Dec 21
McClellan v Cloute 1885 M 1896 Jan 18
Rawlins v Webb 1884 R 2104 March 30
Godfrey v Wimaford 1885 G 2315 April 3
Skidmore v Skidmore 1886 S 176 May 10
Freke v Houseman 1885 F 823 Oct 25
Hough v Saul 1885 H 152 Oct 26
Coates & Co v Moyle & Son 1886 C 72 Oct 28
Bray v Gardner 1886 B 3976 Nov 3
Hill v Shenfield 1885 H 1943 Nov 5
Richards v Deane 1886 R 353 Nov 10
Branchi v Bennett 1886 B 1757 Nov 15
Morgan & Co, ld, v E S Windover & Co, ld 1886 M 1220 Nov 16
Eady v Eady 1886 E 698 Nov 17
Gardener v Vicat & ors 1886 G 808 Nov 18
Fisher v Holland 1885 F 759 Dec 1
Russell v Geere 1886 R 450 Dec 6
In re Rust, Bull v Rust 1886 R 1802 Dec 14
Prior v Moore 1886 P 2,346 Dec 14
Newen v Owen 1886 N 677 Dec 17
Ferris, Townsend, & Co. v Weston 1886 F 925 Dec 17
In re Trueman, Bradley v Turnbull 1886 T 521 Dec 20
In re Trueman, Bradley v Turnbull 1886 T 522 Dec 20
Smith v School Board for Prescott 1886 S 1,252 Dec 30
American Braided Wire Co. v Thomson & Co. 1886 A 1,136 Jan 5
Foster v Holland 1886 F 1,180 Jan 5
School Board for London v Blum 1884 L 2,914 Jan 14
Elborough v Tester 1886 E 763 Jan 15
In re Childe Harold Head, Head v Head 1886 H 3,356 Jan 17

HALSBURY, C.

LEGAL NEWS.

OBITUARY.

The Hon. RICHARD DENMAN, barrister, died at his residence, Westergate, Sussex, on the 19th inst., in his seventy-fourth year. Mr. Denman was the third son of the first Lord Denman, and elder brother of Mr. Justice Denman. He was born in 1814, and he was educated at Eton and at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Easter Term, 1838, and he formerly practised on the Northern Circuit. In 1840 he was appointed by his father, when Lord Chief Justice of England, to the office of clerk of assize on the Home Circuit, and he had since 1876 acted in the same capacity on the South-Eastern Circuit. Mr. Denman was heir-presumptive to the Barony of Denman. He was a magistrate for the county of Sussex. He was married in 1840 to the daughter of Mr. Hugh Jones, of Lark Hill, Lancashire, and he leaves four sons and one daughter. His only surviving son, Mr. Thomas Hugh Anderson Denman, was called to the bar at Lincoln's-inn in Michaelmas Term, 1881, and is a member of the Northern Circuit.

Mr. WOODTHORPE BRANDON, assistant-judge of the Mayor's Court, died at his residence, Mill Hill, Barnes, on the 17th inst., from paralysis, in his seventy-fifth year. Mr. Brandon was the second son of Mr. Henry Brandon (his mother having been the sister of Mr. Henry Woodthorpe, formerly Town Clerk of London), and was born in 1813. He was educated at St. Paul's School. He was called to the bar at the Middle Temple in Michaelmas Term, 1851, having held the office of deputy-registrar of the Mayor's Court since 1832. In 1859 he was appointed registrar of the court, and in 1874 he became assistant-judge. Mr. Brandon was the author of treatises on The Practice of the Lord Mayor's Court and on Foreign Attachment. He actively discharged all his judicial duties till about a fortnight before his death. Mr. Brandon was married to the daughter of Mr. John Michael, of Wandsworth, and he leaves four children. He was buried at the Barnes Cemetery on the 21st inst. In the Mayor's Court, on the day of Mr. Brandon's death, the Recorder said:—"Gentlemen, I am very sorry to have to inform you that since I have taken my seat I have received the sad news of the death of the assistant-judge, Mr. Woodthorpe Brandon, after a very short illness. Having known him for a great many years, and he having been connected with the administration of justice in this court, everybody will agree that by his premature removal we have all suffered a very severe loss. He was perfectly familiar with the practice of the court, and during the last twelve or fourteen years of his life he was the assistant-judge, and tried causes here. The Corporation have lost a very efficient and able officer, and those who knew him have lost a very excellent and intelligent friend, and the public will deplore the loss of a faithful and diligent public servant. I can only express, in the name of the practitioners of this court, and those present who watch the administration of justice, my high opinion of the manner in which Mr. Brandon always discharged the duties of the office he had undertaken, and our very great regret that we should be deprived of his services." Mr. Glyn expressed the profound feeling of regret with which the members of the bar had received the intelligence.

Mr. GUILDFORD WILLIAM DALE RICHARDSON, solicitor, of 13, Pall Mall, died on the 21st ult. Mr. Richardson was the eldest son of Mr. Guildford Barker Richardson, of Blackheath, and was born in 1847. He was educated at Blackheath School, and he was formerly scholar of Trinity College, Cambridge, where he graduated as tenth wrangler in 1870. He was admitted a solicitor in 1876.

Mr. ROBERT BRUCE RUSSELL, barrister, died on the 18th inst., from pneumonia. Mr. Russell was the second son of Mr. James Russell, Q.C., and was born in 1845. He was educated at Magdalen College, Oxford. He was called to the bar at the Inner Temple in Michaelmas Term, 1871, and he practised on the Midland Circuit and at the Lincolnshire, Nottinghamshire, and Derbyshire Sessions. Mr. Russell was an examiner of the High Court. He had had considerable experience as a law reporter. He was formerly one of the staff of the *Weekly Reporter*, and rather more than a year ago he was placed on the staff of the *Law Reports*.

Mr. WILLIAM BRICE, solicitor, late town clerk of Bristol, died suddenly on the 14th inst., in his seventy-fifth year. Mr. Brice was born in 1812. He was admitted a solicitor about the year 1834, and for many years he conducted an extensive practice at Bristol, in partnership with the late Mr. Daniel Burges. He was clerk to the city magistrates from 1849 till 1874, when, on the death of Mr. Burges, he succeeded to the town clerkship. He resigned the latter office and retired from practice about seven years ago. Mr. Brice was a magistrate for Gloucestershire. He was unmarried. He was buried at Clifton on the 19th inst.

Mr. WILLIAM THURGOOD, solicitor, of Saffron Walden, Essex, who died at Littlehampton on the 12th inst., in the seventy-third year of his age, was the eldest son of the late Mr. Robert Driver Thurgood, conveyancer, of Saffron Walden. He was born at Saffron Waldon in the year 1815. He was educated at Mill Hill, and was admitted a solicitor in 1835. He was appointed in 1836 clerk to the magistrates at Saffron Walden, and on the death of his father received the position of clerk to the guardians, which appointment he held until the end of 1885, when he retired from business. He married in 1839 Charlotte, second daughter of the late Mr. Michael Lane, solicitor, of Braintree, Essex, by whom he has left four sons. His remains were interred at Littlehampton on the 15th inst.

APPOINTMENTS.

Mr. JOHN TANKERVILLE GOLDNEY, a Puisne Judge of the Colony of British Guiana, has been appointed a Puisne Judge of the Supreme Court of the Straits Settlements. Mr. Justice Goldney is the youngest son of Sir Gabriel Goldney, Bart., and was born in 1846, and he was educated at Harrow, and at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1869. He formerly practised on the Northern Circuit. He was Attorney-General of the Leeward Islands from 1880 till 1883, when he was appointed a Puisne Judge of the Colony of British Guiana.

Mr. WILLIAM ANTHONY MUSGRAVE SHERIFF, a Puisne Judge of the Supreme Court of the Straits Settlements, has been appointed a Puisne Judge of the Colony of British Guiana. Mr. Justice Sheriff is the youngest son of Mr. James Watson Sheriff, of Antigua. He was called to the bar at the Middle Temple in Trinity Term, 1867. He was Attorney-General of Grenada from 1872 till 1880, when he became Attorney-General of the Bahamas, and he was appointed a Puisne Judge of the Supreme Court of the Straits Settlements in 1885.

Mr. FREDERICK PIPER RADDELEY, solicitor, of 60, Leadenhall-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM COBBETT, solicitor (of the firm of Cobbett, Wheeler, & Cobbett), of Manchester, has been appointed by the High Sheriff of Staffordshire (Mr. George Fox) to be Under-Sheriff of that county for the ensuing year. Mr. Cobbett was admitted a solicitor in 1863.

Mr. JOHN HENRY ROBINSON, solicitor, of East Retford, has been appointed by the High Sheriff of Nottinghamshire (Mr. Benjamin Huntsman) to be Under-Sheriff of that county for the ensuing year. Mr. Robinson was admitted a solicitor in 1882.

Mr. CLAUD HERBERT LISLE, solicitor, of Audlem, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOSEPH STEPHENSON LAWSON, solicitor (of the firm of Bulmer & Lawson), of Leeds and Horsforth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. EDWARD LLEWELLYN GWILLIM, solicitor (of the firm of Merrimans & Gwillim), of Marlborough, has been elected Town Clerk of that borough, on the resignation of his partner, Mr. Robert William Merriman, who is also Clerk of the Peace for Wiltshire. Mr. Gwillim was admitted a solicitor in 1876.

Mr. ADOLPHUS EDGAR CHURCH, solicitor, of Colchester, has been elected Clerk of the Peace for that borough, in succession to the late Mr. John Sinck Barnes. Mr. Church is the second son of Mr. John Henry Church, solicitor, of Colchester. He was admitted a solicitor in 1855, and he is coroner for the borough of Colchester, and for the Soken District of Essex.

Mr. William Price Hughes, solicitor (of the firm of Hughes & Price), of Worcester, has been appointed by the High Sheriff of Worcestershire (Mr. William Edward Everitt) to be Under-Sheriff of that county for the ensuing year. Mr. Hughes is also under-sheriff for the city of Worcester. He was admitted a solicitor in 1859.

Mr. Edward Leadbitter, solicitor (of the firm of Leadbitter & Hammond), of Newcastle-upon-Tyne, has been appointed by the High Sheriff of Northumberland (Mr. Ralph Atkinson) to be Under-Sheriff of that county for the ensuing year. Mr. Leadbitter was admitted a solicitor in 1860.

Mr. John Bashley Tooke Hales, solicitor and notary (of the firm of Hansell & Hales), of Norwich, has been appointed by the High Sheriff of Norfolk (Sir Alfred Jodrell), to be Under-Sheriff of that county for the ensuing year. Mr. Hales was admitted a solicitor in 1874. He is deputy-registrar of the Archdeaconry of Norwich.

Mr. John Stokell Dodds, Attorney-General of Tasmania, has been appointed a Puisne Judge of the Supreme Court of that Colony. Mr. Justice Dodds was born in 1848, and he was called to the bar in Tasmania in 1872. He is a representative of Tasmania at the present Colonial Conference.

Mr. John Stewart Laurie, solicitor (of the firm of Roberts & Laurie), of Beaumaris and Llangefni, has been appointed by the High Sheriff of of Anglesey (Sir Robert William Bulkeley) to be Under-Sheriff of that county for the ensuing year. Mr. Laurie was admitted a solicitor in 1882. His partner, Mr. John Rice Roberts, is town clerk of Beamauris.

Mr. William Alexander Baillie Hamilton, barrister, has been appointed to act as secretary to the Colonial Conference. Mr. Hamilton is the eldest son of the late Admiral William Alexander Baillie Hamilton He was born in 1844, and he was called to the bar at the Inner Temple in Michaelmas Term, 1872. He has been for many years a clerk in the Colonial Office. He was private secretary to Mr. James Lowther when Chief Secretary for Ireland, and he is now private secretary to the Secretary of State for the Colonies.

Mr. J. G. Dalzell, solicitor, of 12, Clement's-inn, has been appointed a Commissioner for Affidavits.

PARTNERSHIPS DISSOLVED.

Charles Butlin and George Parr, solicitors (Butlin & Parr), of Nottingham. The said George Parr will in future carry on the said business in copartnership with Herbert Charles Butlin (son of the said Charles Butlin), under the style or firm of Parr & Butlin. March 11.

Randolph Chamberlain and John David Boyers Lewis, solicitors (Chamberlain & Lewis), of 20, Bucklersbury. March 12.

[*Gazette*, March 18.]

At a meeting of the London Guarantee and Accident Company (Limited) held on Tuesday, the directors reported that the new premiums for 1886 were £16,759 10s. 5d. The premium income for the year, less bonus and rebates to assured and re-assurances, was £42,912 18s. 11d., and the interest on investments £4,278 7s. 2d. The claims amounted to £20,090 17s.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 1.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Mon., Mar. 28	Mr. Jackson	Mr. Godfrey	Mr. Clowes	Mr. King
Tuesday ... 29	Koe	Leach	Pemberton	Ward
Wednesday 30	Carrington	Godfrey	Clowes	King
Thursday .. 31	Lavie	Leach	Pemberton	Ward
Fri., April 1	Beal	Godfrey	Clowes	King
Saturday... 2	Pugh	Leach	Pemberton	Ward

	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, March 28	Mr. Lavie	Mr. Pugh	Mr. Koe
Tuesday 29	Carrington	Beal	Jackson
Wednesday..... 30	Lavie	Pugh	Koe
Thursday 31	Carrington	Beal	Jackson
Friday, April 1	Lavie	Pugh	Koe
Saturday 2	Carrington	Beal	Jackson

WINDING UP NOTICES.

London Gazette.—Friday, March 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

British Manufacturing Corporation, Limited.—Petn for winding up, presented March 14, directed to be heard before North, J., on Saturday, March 26. Hayne, Finsbury sq, solor for petners

Claridge's Hotel, Limited.—Petn for winding up, presented March 16, directed to be heard before Stirling, J., on March 28. Cutler & Co, King st, St James's, solors for petner

St. Helen's Coal and Clay Co., Limited.—The judge has, by an order dated March 2, appointed Thomas Stephen Evans, 6, Bucklersbury, official liquidator

FRIENDLY SOCIETIES DISSOLVED.

Conservative Relief Society of the Parish of Birstal, Shoulder of Mutton Inn, Gomersal, York. March 14

Loyal Pride of the Valley Lodge Independent Order of Alfreds, Merthyr Unity, Cwmfrwdore Inn, Cwmfrwdore, nr Pontnewynydd, Pontypool, Monmouth. March 14

Union Burial Society, Well and Bucket, Bethnal Green rd. March 12

London Gazette.—Tuesday, March 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Abercorris Slate and Slab Co., Limited.—Creditors are required, on or before April 19, to send their names and addresses, and particulars of their debts or claims, to Edgar Ashworth Harvey, 18, St. Dunstan's hill. Tuesday, May 3, at 11, is appointed for hearing and adjudicating upon debts and claims

Boythorpe Colliery Co, Limited.—By an order made by Stirling, J., dated March 12, it was ordered that the company be wound up. Church & Co, Bedford row, solors for petners

Dean & Co, Limited.—Petn for winding up, presented March 19, directed to be heard before Stirling, J., on April 2. Torr & Co, Bedford row, agents for Simpson, Leeds, solor for petners

Thomas Webb & Sons, Limited.—By an order made by Chitty, J., dated March 14, it was ordered that the above be wound up. Field & Co., Lincoln's inn fields, agents for Barlow & Co, Birmingham, solors for petners

Victoria Graving Dock Co., Limited.—Petn for winding up, presented March 21, directed to be heard before North, J., on April 2. Gedge & Co, Old Palace yard, petners in person

UNLIMITED IN CHANCERY.

Brighton District Tramways Co.—Stirling, J., has fixed Thursday, March 31, at 12, at his chambers, for appointment of official liquidator

FRIENDLY SOCIETIES DISSOLVED.

Renewed Parwich Female Friendly Society, Schoolroom, Parwich, Derby. March 16

CREDITORS' NOTICES.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—Friday, March 11.

Warde, Thomas, Ackworth, York. Joiner. April 15. Thompson v Warde, Chitty, J. Leader, St. Paul's churchyard

London Gazette.—Tuesday, March 15.

Denison, William, Kingston upon Hull, Wine Merchant. April 15. Cameron v Denison, Stirling, J. Shearman, New inn, Strand

London Gazette.—Friday, March 18.

Crocker, James, Field pl, Clerkenwell, Cabmaster. April 15. Clarke v Crocker, Chitty, J. Martin, London Wall

Grundy, Thomas, Grange, Lancaster, Gent. April 20. Grundy v Grundy, Chitty, J. Mellor, Oldham

Talbott, Henry John, Stanningfield Hall, Suffolk, Farmer. April 16. King v Chick, North, J. Crossfield & Co, Hackney rd

London Gazette.—Tuesday, March 22.

Betts, William, Diss, Norfolk. April 19. Bockett v Campbell, Chitty, J. Woolley, Chancery lane

Bowey, Ann Rochester, Seaham Harbour, Durham, Innkeeper. April 21. Scott v Bowey, North, J. Wetherell, Sunderland

Herdman, Thomas, Simonburn, Northumberland, Cartwright. April 20. Herdman v Herdman, Chitty, J. Baty, jun, Hexham

Taylor, Mary Ann, Romford, Essex. April 21. Turpin v Pain, Chitty, J. Hunt, St Swithin's lane

Notices to Creditors under Trustees Relief Act, for insertion in the *London Gazette* or any newspaper, should be sent to Harrison and Sons, Publishers *London Gazette*, 45, St. Martin's-lane, W.C. The *Gazette* is published every Tuesday and Friday.—[Advt.]

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—Friday, March 11.

Andrew, Alfred, Northampton, Solicitor. April 1. Andrew & Smith, Northampton

Arthur, Rear-Admiral William, C.B., Virginia Water, Surrey. April 21. Langham & Son, Eastbourne

Ashworth, Mary Anne, Belfield Mill, nr Rochdale. April 8. Jacksons & Godby, Rochdale

Barlow, Francis, Montagu sq, Esq. April 12. Bowlings & Co, Essex st

Braithwaite, Thomas, Delaney st, Camden Town, Barrister at Law. April 16. Beddoe, Hereford

Buckmaster, Sarah, Piccadilly. April 1. Rogers & Co, Victoria st, Westminster

Bunkar, Thomas, Plymouth, Gent. April 19. Gidley & Son, Plymouth

Coley, Henry Francis, Cheltenham, Esq. May 1. Ticehurst & Sons, Cheltenham

Cosher, Robert Arnold, Grosvenor st, Esq. April 10. Baker & Co, Lincoln's inn fields

Davidson, Robert, Wardie, Edinburgh, Sub Accountant. April 20. Lyne & Holman, Gt Winchester st

East, Elizabeth, Bessom st, New Cross. April 17. Ruddle, Greenwich rd

Flowers, Thomas, Beachampton, Bucks, Farmer. March 31. Langdon, Buckingham

Glossop, Caroline, Martin st, Sheffield. April 23. Vickers & Co, Sheffield

Hope, Hannah, Fulshaw, Chester. May 4. Lawson, Manchester

Hartley, Joseph, Barrow in Furness. April 20. Morgan & Nalder, Barrow in Furness

Headlam, William, West Hartlepool, Gent. April 20. Fryer, West Hartlepool

Hammond, Matthew, Salford, Licensed Victualler. April 16. Slater & Co, Manchester

Hopkins, Thomas Meredith, Bedwardine, Worcester. April 26. Ronald Jeffery, Worcester

Hutton, Charles, Halifax, Merchant. April 23. Walshaw, Halifax

Ireland, Caroline, Priory ter, Cheltenham. April 1. Gale, Cheltenham

King, John, New ter, Islington. April 9. Lickorish & Bellord, Queen Victoria st

Knapp, Mary Leigh, Shanklin, I.W. April 20. Western & Sons, Essex st, Strand

Marshall, Benjamin, Emsworth, Hants, Gent. April 11. Blake, Portsea

Naylor, Mary Ann, Hanworth rd, Hounslow. April 20. Venning & Co, Gresham house

Parry, Charles Thomas Wakefield, Chester, Esq. April 23. Parry & Co, Chester

PICKUP, DOROTHY ANN, Old Kent rd. April 12. Arkcoll & Cockell, Tooley st Southwark
REE, HERMANN, Addison gdns, Kensington, Gent. April 14. Enfield & Son Nottingham
ROBINSON, JOHN, Scarborough, Esq. July 1. Turnbull & Co, Scarborough
ROWLAND, WILLIAM HENRY, Croydon, Surrey, Solicitor. April 30. Rowland & Co, Croydon
SAUNDERS, ANNE, Dorset gdns, Brighton. April 18. Boxall, Brighton
SHIRREFF, OCTAVIUS LANGFORD, St Margaret's Mansions, Victoria st, Westminster, Share Dealer. April 13. Morley & Shirreff, Old Broad st, London
SHORT, CAROLINE SOPHIA, Hastings. April 14. Robinson & Co, Lincoln's inn fields
STANBRIDGE, LYDIA, Copthorne, Surrey. April 6. Wentner & Sons, St Paul's chhrs, Ludgate hill
STEEL, DAVID, Bromley, Kent. April 30. Grundy & Co, Queen Victoria st
TOMLINSON, FRANCES, Ashbourne, Derby, Widow. June 24. Alderson & Co Sheffield
VICKERS, MARIANN, Bridgnorth, Salop. April 13. Warren, Market Drayton
VOWLER, HARRIETT, Pyworthy, Devon. April 9. Cooke, New inn, Strand
WRIGHT, CAROLINE JANE, Avenue ter, Eastbourne. May 3. Emanuel & Simmonds, Finsbury circus

London Gazette.—TUESDAY, March 15.

ATKINSON, THOMAS FOSTER, Oxford st, Stepney. April 25. Atkinson, Woodford
BULLER, SPENCER WELLINGTON, Cheltenham, Captain. April 13. Tichurst & Sons, Cheltenham
COOPER, EMMA, Wigan, Lancaster. April 7. Cooper, Wigan
COSGROVE, RICHARD, Ancoats, Manchester, Cabinet Maker. April 12. Walley, Manchester
DRING, ALFRED, South Norwood pk, Surrey, Butler. Apr 14. Herbert & Co, Gt St Helens
FIELDING, ROBERT SAMUEL, Copthorn, Surrey, Farmer. Mar 26. Hogan & Hughes, Martin's lane, Cannon st
FITZSTEPHENS, JOHN, Freemantle, Southampton Clerk. Feb 10. Algar, Abchurch lane
FRASER, GERTRUDE ELEONORA EMILIE, Palace houses, Bayswater hill. Apr 20. Flux & Co, East India avenue
GRANT, FRANCIS THOMAS HOPE, Melton Mowbray, Esq. May 1. Davidson & Co, Spring gdns
GREEN, WILLIAM EASTWOOD, Eccles, Lancaster, Licensed Victualler. May 16. Diggles & Ogden, Manchester
HAGGIE, PETER, Newcastle upon Tyne, Ropemaker. May 1. Steel, Sunderland
HARVEY, JANE, Hastings. Apr 16. Meadows & Elliott, Hastings
HAWKINS, REBECCA, Beverley, York. April 20. Barker, Hull
HEATH, MARTIN, Heathfield, Crewe, Chester, Esq. June 24. Cooke, Crewe
HILLIER, WILLIAM GIBSON, Blackheath, Kent, Esq. April 23. Lamb & Co, Odiham
HUSSEY, RICHARD CHARLES, Harbledown, nr Canterbury, Esq. April 12. Law & Co, New sq, Lincoln's inn
HUTCHINSON, HARRIET, Halifax. April 30. Wavell & Co, Halifax
LACY, RICHARD WALTER, United Service Club, Pall Mall, General. May 5. Tourle, Southampton bldngs, Chancery lane
OAKEY, JOHN, Westminster Bridge rd, Emery cloth Manufacturer. April 20. Stock, Queen Victoria st
POOLMAN, HENRY JAMES, New Swindon, Wilts, Master Tailor. May 1. Wise, Bristol
PROWETT, NEVIL HORATIO EDWOOD, St. John's Wood rd, Esq. May 1. Dalston Piccadilly
RIGBY, ANNE, Cheltenham. April 13. Tichurst & Sons, Cheltenham
RIGBY, MARTHA, Cheltenham. April 13. Tichurst & Sons, Cheltenham
SHARP, STEPHEN FRANCIS, Southsea, Esq. April 10. Richardson & Sadler, Golden sq
SHEPPARD, HENRY, Southampton, Accountant. April 22. Hickman & Son, Southampton
SHEWARD, THEOPHILUS, West Bromwich, Butcher. May 1. Burton, Birmingham
SWINDIN, JAMES, Walkley, Sheffield, Cutler. May 11. Wake & Co, Sheffield
TAYLOR, THOMAS, Lees, Ashton under Lyne, Cotton Spinner. May 2. Tweedale & Co, Oldham
THOMPSON, MARY WARREN, Weston super Mare. May 16. Wrentmore, Bedford row

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

FURNISH ON NORMAN & STACEY'S SYSTEM; No Deposit; 1, 2, or 3 years credit; 20 wholesale firms. Offices, 72, Queen Victoria-st., E.C. Branches at 121, Pall Mall, S.W., & 9, Liverpool-st., E.C. Goods delivered free.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 18.

RECEIVING ORDERS.

ANDERSON, FREDERICK, Norwich, Licensed Victualler. Norwich. Pet March 14. Ord March 14
ARCHER, HENRY ERNEST, Manchester. Salford. Pet Jan 26. Ord March 16
BAKER, ALFRED BATH, Ealing green, Ealing, Builder. High Court. Pet Dec 18. Ord March 16
BAILEY, GEORGE, Nottingham, Marine Store Dealer. Nottingham. Pet March 16. Ord March 16
BRAY, HENRY, Masham, Yorks, Farmer. Northallerton. Pet March 15. Ord March 15
BROWN, JAMES, Sunderland, Butcher. Sunderland. Pet March 14. Ord March 14
BROCKEDON, GEORGE ALLEN, Plymouth, Outfitter. East Stonehouse. Pet March 14. Ord March 14
BUCKLEY, ERNEST EDMUND, Nottingham, Grocer. Nottingham. Pet March 15. Ord March 15
BURRINGE, WILLIAM EDWARD, Kingston upon Hull, Coach Builder. Kingston upon Hull. Pet March 16. Ord March 16
CHURCHILL, SIDNEY JOHN, Bridgwater, Wine Merchant. Bridgwater. Pet March 15. Ord March 15
COTTON, JOHN LEWIS, Blackpill, nr Swansea, Gent. Swansea. Pet March 14. Ord March 14
DAVIDSON, SAMUEL HALL, Carlisle, out of business. Carlisle. Pet March 15. Ord March 15
DENNIS, CHARLES, Marwood, Devon, Farmer. Barnstaple. Pet March 2. Ord March 15
DICKINSON, LUKE, jun. Hoyland Nether, Yorks, Butcher. Barnsley. Pet March 14. Ord March 14
DODWORTH, ALBERT, Sheffield, Knife Manufacturer. Sheffield. Pet March 15. Ord March 15
ELLICOTT, WILLIAM RENDELL, Topsham, Devon, Innkeeper. Exeter. Pet March 14. Ord March 14
GARBUTT, WILLIAM, Wass, nr Oswaldkirk, Yorks, Farmer. Northallerton. Pet March 14. Ord March 14
GOODHILL, CHARLES, Sawdon, Yorks, Blacksmith. Scarborough. Pet March 8. Ord March 16
GRIFFITHS, EDMUND, Bristol, Carpenter. Bristol. Pet March 14. Ord March 14
HANCOCK, HENRY JOSEPH, East India Dock, Veterinary Surgeon. High Court. Pet Feb 12. Ord March 16
HOLMES, GEORGE, Sheffield, Fruiterer. Sheffield. Pet March 14. Ord March 14
HOWEY, JANE CATHERINE, Warkworth, Northumberland, Grocer. Newcastle on Tyne. Pet March 14. Ord March 14
HYDES, SAMUEL, Dudley, Licensed Victualler. Dudley. Pet March 14. Ord March 14
JONES, DAVID, Aberystwith, Innkeeper. Aberystwith. Pet March 16. Ord March 16
JONES, JOHN LLEWELLYN, Newport, Mon, Steam Tug Owner. Newport, Mon. Pet March 14. Ord March 14
JONES, THOMAS, Lithfaen, Pwllheli, Carnarvonshire, Quarry Manager. Bangor. Pet March 15. Ord March 15
KELK, ROBERT, Sutton cum Lound, Nottinghamshire, Farmer. Lincoln. Pet March 14. Ord March 14
KING, EDWARD, Rye, Sussex, Coachbuilder. Hastings Pet March 15. Ord March 15
KIRKPATRICK, JAMES, Nottingham, Draper. Nottingham. Pet March 2. Ord March 15
LAKEMAN, HARRY HAMPSHIRE, King's Cross rd, Printer. High Court. Pet March 16. Ord March 16
LEE, ALFRED TIMOTHY, Stroud, Fruiterer. Gloucester. Pet March 15. Ord March 15
LEE, HENRY, Shipley, Yorks, Mason. Bradford. Pet March 15. Ord March 15
MILLS, MICHAEL, Ordnance rd, St John's Wood, Carpenter. High Court. Pet March 16. Ord March 16
MORGAN, GEORGE, Swansea, Builder. Swansea. Pet March 14. Ord March 14
MORGAN, GEORGE RICHARD, Ford, nr Shrewsbury, Butcher. Shrewsbury. Pet March 15. Ord March 16
MORGAN, JOHN, Llangwrig, Montgomeryshire, Farmer. Newtown. Pet March 4. Ord March 15
MURTAGH, MICHAEL, Birmingham, Provision Dealer. Birmingham. Pet March 10. Ord March 14
NEALE, THOMAS, Kingston upon Hull, Smack Owner. Kingston upon Hull. Pet March 16. Ord March 16
NEWBROOK, HENRY, Madeley, Salop, Nurseryman. Madeley, Shropshire. Pet March 14. Ord March 14
PALFREYMAN, JOSEPH, Sheffield, Wheelwright. Chesterfield. Pet March 15. Ord March 15
PORTLOCK, EDWIN, Balsall Heath, Worcester, Stationer. Birmingham. Pet March 16. Ord March 16
PREEDY, JOHN, Southampton, China Dealer. Southampton. Pet March 14. Ord March 14
RADFORD, ROBERT JOB, Bridgwater, Potter. Bridgwater. Pet March 16. Ord March 16
REES, WILLIAM HARRY, Neath, Auctioneer. Neath. Pet March 14. Ord March 14
REICHFIELD, ELKIN, Goodge st, Tottenham ct rd, Tailor. High Court. Pet March 16. Ord March 16
RIDDELL, JOHN, Newcastle on Tyne, Auctioneer. Newcastle on Tyne. Pet March 16. Ord March 16
ROWELL, WILLIAM HANNAY, Murray st, Camden sq, Builder. High Court. Pet March 14. Ord March 14
SABLOFSKY, JOSEPH, and HYMAN FRIEDMAN, Leeds, Leather Dealers. Leeds. Pet March 14. Ord March 14
SELF, FREDERICK GEORGE, Bedhill, Surrey, Trainer of Race Horses. Croydon. Pet March 16. Ord March 16
SMITH, HENRY, Halesworth, Pork Butcher. Gt Yarmouth. Pet March 16. Ord March 16
STEVENS, EDWARD, Swansea, Coppersmith. Swansea. Pet March 16. Ord March 16
STEWART, ROBERT ALEXANDER, and JOHN STEWART, New Brunswick, Canada, Merchants. High Court. Pet March 15. Ord March 15
SWEENEY, JOHN, Bolton, Lancs, Farm Bailiff. Bolton. Pet March 14. Ord March 14
THOMAS, JOHN, Llanfairisgaer, Carnarvon, Mariner. Bangor. Pet March 14. Ord March 14
UNDERHAY, SAMUEL JOHN, and CHARLES MARIUS LOVENDAHL, Rochester pl, Kentish Town, Pianoforte Manufacturers. High Court. Pet March 14. Ord March 15
VINE, JOSEPH, Portland rd, South Norwood, Butcher's Assistant. High Court. Pet March 15. Ord March 15
WALLINGTON, JOHN, Barrow in Furness, Baker. Ulverston and Barrow in Furness. Pet March 12. Ord March 12
WARTTIG, EDWARD, Southport, Pork Butcher. Liverpool. Pet March 14. Ord March 14
WEST, WILLIAM OSB. Mansfield, Nottingham, Plumber. Nottingham. Pet March 11. Ord March 11
WHITEHEAD, THOMAS, Stapleford, Nottingham, Licensed Victualler. Nottingham. Pet March 14. Ord March 14
WILLCOCKS, ROBERT, and AGNES BISHOP, Aldersgate st, Mantle Manufacturers. High Court. Pet March 16. Ord March 16
WOOLLEY, SAMUEL, sen, Birmingham, Iron Merchant. Birmingham. Pet March 15. Ord March 15
WRIGHT, WILLIAM, Horncastle, Lincoln, Joiner. Lincoln. Pet March 15. Ord March 15
WYNN, CHARLES CADWALDER, and WALTER CHARLES WYNN, Nottingham, Plasterers. Nottingham. Pet March 14. Ord March 14

RECEIVING ORDER RESCINDED.

HARRIS, JOHN, St Mary Axe, Wax Merchant. High Court. Ord Jan 12. Rescd March 12

FIRST MEETINGS.

BROCKEDON, GEORGE ALLEN, Plymouth, Outfitter. March 28 at 11. 16, Frankfort st, Plymouth
CONNER, DUNCAN MCNAB, Maespond, Bermondsey, Leather Merchant. March 30 at 2.30. 33, Carey st, Lincoln's inn

COTTON, JOHN LEWIS, Blackpill, nr Swansea, Gent. March 28 at 11. Off Rec, 6, Rutland st, Swansea
CUTTING, WALTER, Sutton, Publican. March 28 at 3. 109, Victoria st, Westminster
DALE, THOMAS, Stafford, Fishmonger. April 6 at 2. County Court, Stafford
DAVEY, JAMES, South Killingholme, Lincolnshire, Farmer. March 25 at 2. Fowler, Solor, 1, Bigby st, Brigg
DAVIDSON, SAMUEL HALL, Carlisle, out of business. March 29 at 4. Off Rec, 34, Fisher st, Carlisle
ELDRIDGE, WILLIAM EDWARD, Tonbridge, Grocer. March 28 at 3. Spencer & Reeve, Mount Pleasant, Tunbridge Wells
ELLICOTT, WILLIAM RENDELL, Topsham, Devon, Innkeeper. March 26 at 3. Off Rec, 13, Bedford circus, Exeter
ETKYN, LLEWELLYN, Sevenoaks, Kent, Licensed Victualler. March 26 at 2. Spencer & Reeve, Mount Pleasant, Tunbridge Wells
EYTON, THOMAS WYNNE, address unknown, no occupation. March 25 at 2.30. Bankruptcy bldngs, Lincoln's inn fields
FRITZ, JOSEPH, and JOHN STECHELBACH, Clifford st, Bond st, Tailors. March 25 at 11. Bankruptcy bldngs, Lincoln's inn fields
GRIFFITHS, EDMUND, Bristol, Carpenter. March 28 at 3.30. Off Rec, Bank chbrs, Bristol
HENDY, THOMAS GODWIN, Reading, out of business. March 30 at 2. Queen's Hotel, Reading
HOWEY, JANE CATHERINE, Warkworth, Northumberland, Grocer. March 28 at 11. Off Rec, Pink lane, Newcastle on Tyne
JAMES, SARAH ANN, Treharris, Glamorganshire, Grocer. March 28 at 12. Off Rec, Merthyr Tydfil
JONES, JOHN LLEWELLYN, Newport, Mon, Steam Tug Owner. March 28 at 12. Off Rec, 12, Tredegar place, Newport, Mon
KEITH, THOMAS, Shadwell, Bottle Manufacturer. March 25 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields
KING, JOSEPH, Milford Haven, Grocer. March 25 at 11. Off Rec, 11, Quay st, Carmarthen
LEE, HENRY, Shipley, Yorks, Mason. March 29 at 11. Off Rec, 31, Manor row, Bradford
LEE, JOHN, Manchester, Jeweller. March 28 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester
LOEWENSTEIN, JULES JOSEPH, Nottingham, Lace Manufacturer. March 29 at 12. Off Rec, 1, High pavement, Nottingham
MARLOR, MARY JANE, Ashton under Lyne, Chemist. March 28 at 12. Off Rec, Ogden's chmbrs, Bridge st, Manchester
MILES, JAMES, Leamington, Watchmaker. March 26 at 10.15. Edward Thomas Peirson, 17, Hertford st, Coventry
MINTON, HAMPDEN ALFRED, and WILLIAM AUGUSTUS CHARLES MINTON, Manchester, Silk Merchants. March 26 at 11.30. Off Rec, Ogden's chmbrs, Bridge st, Manchester
MORGAN, GEORGE, Swansea, Builder. March 28 at 11. Off Rec, 6, Rutland st, Swansea
MORGAN, GEORGE RICHARD, Ford, nr Shrewsbury, Butcher. March 30 at 10.30. Law Society, Talbot chmbrs, Shrewsbury
NEWBROOK, HENRY, Madeley, Salop, Nurseryman. March 26 at 11.30. County Court, Madeley
PARKER, RICHARD, Birmingham, Horse Dealer. March 31 at 11. Off Rec, Birmingham
PREEDY, JOHN, Southampton, China Dealer. March 28 at 2. 4, East st, Southampton
PRESTON, JOHN, Newport, Salop, Hay Dealer. April 6 at 2.30. County Court, Stafford
REES, OWEN JOHN, Penzance, Clothier. March 26 at 12. Off Rec, Boscawen st, Truro
REES, WILLIAM HARRY, Neath, Auctioneer. March 28 at 2.30. Castle Hotel, Neath
RIDDELL, JOHN, Newcastle on Tyne, Auctioneer. March 30 at 11. Off Rec, Pink lane, Newcastle on Tyne
SABLOFSKY, JOSEPH, and HYMAN FRIEDMAN, Leeds, Leather Dealers. March 28 at 11. Off Rec, 22, Park row, Leeds
SQUIRE, CHARLES, Middlesborough, Grocer. March 29 at 11. Off Rec, 8, Albert rd, Middlesborough
SUTCLIFFE, ELIAS, Leeds, Baby Linen Dealer. March 26 at 12. Off Rec, 22, Park row, Leeds
SWEENEY, JOHN, Bolton, Lancs, Farm Bailiff. March 28 at 11. 16, Wood st, Bolton
TRANTER, BENJAMIN, Coven Heath, Staffordshire, Coalmaster. March 30 at 3. Off Rec, Wolverhampton
WARDLE, WILLIAM, Burton on Trent, Boot Dealer. March 25 at 2.30. Off Rec, St. James's chbrs, Derby
WARTTIG, EDWARD, Southport, Pork Butcher. March 28 at 3. Off Rec, 35, Victoria st, Liverpool
WILKIE, ROBERT IVO, Nottingham, Builder. March 25 at 12. Off Rec, 1, High Pavement, Nottingham
WILLIAMS, MARTHA, Pontycymmer, nr Bridgend, Grocer. April 2 at 3. Off Rec, 3, Crockherbtown, Cardiff
WRIGHT, THOMAS, Ashby Parva, Leicestershire, Farmer. March 25 at 12.30. 26, Friar lane, Leicester

ADJUDICATIONS.

BESWICK, ROBERT, Radway green, Cheshire, out of business. Nantwich and Crewe. Pet Feb 3. Ord Mar 16
BRAY, HENRY, Masham, Yorks, Farmer. Northallerton. Pet Mar 15. Ord Mar 15
BREWIS, JAMES, Sunderland, Butcher. Sunderland. Pet Mar 14. Ord Mar 14
BROCKEDON, GEORGE ALLEN, Plymouth, Outfitter. East Stonehouse. Pet Mar 14. Ord Mar 15
BURRINGE, WILLIAM EDWARD, Kingston upon Hull, Coachbuilder. Kingston upon Hull. Pet Mar 16. Ord Mar 16
BULLERWELL, JOHN, Scotswood, Northumberland, Licensed Victualler. Newcastle upon Tyne. Pet Mar 9. Ord Mar 16
BYERS, ALEXANDER, Shrewsbury, Draper. Shrewsbury. Pet Feb 7. Ord Mar 15
CAMPBELL, HENRY, Epworth, Lincolnshire, Potato Salesman. Sheffield. Pet Feb 4. Ord Mar 15
COATES, ALLEN MARTIN, Sheffield, Station Master. Sheffield. Pet Feb 21. Ord Mar 15
COTTON, JOHN LEWIS, Blackpill, nr Swansea, Gent. Swansea. Pet Mar 14. Ord Mar 14
CROFTS, JAMES, Nottingham, Timber Dealer. Nottingham. Pet Mar 7. Ord Mar 14
DALE, THOMAS, Stafford, Fishmonger. Stafford. Pet Mar 9. Ord Mar 15
DAVIDSON, SAMUEL HALL, Carlisle, out of business. Carlisle. Pet March 15. Ord March 15
DENNIS, LUKE, Sutton on the Forest, Yorks, Farmer. York. Pet March 12. Ord March 12
DE ZUNIGA, JOSE, and JOSE BARRADILLO, Heddon st, Regent st, Woollen Merchants. High Court. Pet Jan 22. Ord March 14
DODWORTH, ALBERT, Sheffield, Palette Knife Manufacturer. Sheffield. Pet March 15. Ord March 15
DRYSDALE, PETER, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet March 5. Ord March 15
ELLICOTT, WILLIAM RENDELL, Topsham, Devon, Innkeeper. Exeter. Pet March 11. Ord March 14
GARRETT, WILLIAM, Wass, nr Oswaldkirk, Yorks, Farmer. Northallerton. Pet March 14. Ord March 14
GEE, RICHARD, Queen st, Oxford, Ironmonger. Oxford. Pet Feb 16. Ord March 15
GOODWIN, SIDNEY HERBERT, Mereworth, Kent, Farmer. Maidstone. Pet Feb 10. Ord March 11
GRAY, BENJAMIN, Edgware rd, Solicitor. High Court. Pet Feb 24. Ord March 15
GRAY, THOMAS, Nottingham, Plumbers' Merchant. Nottingham. Pet Feb 28. Ord March 14
GRIFFITHS, EDMUND, Bristol, Carpenter. Bristol. Pet March 14. Ord March 14
HALLIDAY, WILLIAM, Maldon, Essex, Draper. Chelmsford. Pet Feb 14. Ord March 16
HILTON, FREDERICK, Brighton, Accountant. Brighton. Pet Feb 11. Ord March 14
HOLMES, GEORGE, Sheffield, Fruiterer. Sheffield. Pet March 14. Ord March 14
HOWEY, JANE CATHERINE, Warkworth, Northumberland, Grocer. Newcastle on Tyne. Pet March 14. Ord March 14
HUEY, SAMUEL, Hassocks, Sussex, Builder. Brighton. Pet March 8. Ord March 14
HYDES, SAMUEL, Dudley, Licensed Victualler. Dudley. Pet March 14. Ord March 14
IRVING, WILLIAM, Penrith, Cumberland, Millwright. Carlisle. Pet March 2. Ord March 14
JOHNSON, GEORGE, Worksop, Nottingham, Saddler. Sheffield. Pet Feb 17. Ord March 15
JONES, THOMAS, Lithfaen, nr Pwllheli, Carnarvon, Quarry Manager. Bangor. Pet March 12. Ord March 15
KING, EDWARD, Rye, Sussex, Coach Builder. Hastings. Pet March 15. Ord March 15
KING, JOSEPH, Milford Haven, Grocer. Pembroke Dock. Pet March 2. Ord March 15
KERR, THORVALD, Laurence Pountney Hill, Agent. High Court. Pet Jan 11. Ord March 15
LEE, HENRY, Shipley, Yorks, Mason. Bradford. Pet March 15. Ord March 15
MATTISON, GEORGE, St Paul's rd, Bow, Mattress Maker. High Court. Pet Feb 8. Ord March 15
MINTON, HAMPDEN ALFRED, and WILLIAM AUGUSTUS CHARLES MINTON, Manchester, Silk Merchants. Manchester. Pet Feb 21. Ord March 16
MORGAN, GEORGE, Swansea, Builder. Swansea. Pet March 14. Ord March 14
MORRIS, JOHN GEORGE, Mansfield, Nottingham, Hotel Keeper. Nottingham. Pet Feb 28. Ord March 14
NEWBROOK, HENRY, Madeley, Salop, Nurseryman. Madeley, Shropshire. Pet March 14. Ord March 14
RAYNOR, BENJAMIN, Barnsley, Yorks, Builder. Barnsley. Pet Feb 22. Ord March 15
REES, WIDLIAM HARRY, Neath, Auctioneer. Neath. Pet March 14. Ord March 15
RIDDELL, JOHN, Newcastle on Tyne, Auctioneer. Newcastle on Tyne. Pet March 16. Ord March 16
SHEPPARD, ISAAC JOHN, Watford, Herts, Baker. St Albans. Pet Feb 9. Ord Feb 16
SMITH, HENRY, Halesworth, Suffolk, Pork Butcher. Gt Yarmouth. Pet March 16. Ord March 16
SOUTHWORTH, DAVID, Chorley, Lancs, Grocer. Bolton. Pet March 11. Ord March 16
STEVENS, EDWARD, Swansea, Coppersmith. Swansea. Pet March 16. Ord March 16
SWEENEY, JOHN, Bolton, Lancs, Farm Bailiff. Bolton. Pet March 14. Ord March 14
THOMAS, JOHN, Llanfaelagaer, Carnarvon, Mariner. Bangor. Pet March 14. Ord March 14
THOMPSON, JOHN, Worcester, Solicitor. Worcester. Pet Feb 8. Ord March 14
WALLINGTON, JOHN, Barrow in Furness, Baker. Ulverston and Barrow in Furness. Pet March 12. Ord March 12
WARTTIG, EDWARD, Southport, Pork Butcher. Liverpool. Pet March 11. Ord March 14
WEST, CHARLES, Leeds, Corn Merchant. Leeds. Pet Feb 22. Ord March 16
WILLCOCKS, ROBERT, and AGNES BISHOP, Aldersgate st, Mantle Manufacturers. High Court. Pet March 16. Ord March 16
WILLIAMS, JOHN, Pontardulais, Glamorgan, Ironmonger. Swansea. Pet Feb 15. Ord March 16
WRIGHT, WILLIAM, Horncastle, Joiner. Lincoln. Pet March 15. Ord March 16

ADJUDICATION ANNULLED.

WILLIAMSON, JOHN, jun, Thornhill rd, Barnsbury, Road Contractor. High Court. Adjud May 12, 1884. Annul March 10

London Gazette.—TUESDAY, March 22.

RECEIVING ORDERS.

ASHBY, ARTHUR GEORGE, Naseby Woolleys, Northamptonshire, Esq. Leicester. Pet Mar 17. Ord Mar 17
BEVAN, LAMPTON LEE LOVATT, Fenchurch st, Timber Merchant. High Court. Pet Mar 19. Ord Mar 19
BLOCK, ALEXANDER, Oxford, Agent. Oxford. Pet Mar 5. Ord Mar 19
BOOTH, JAMES, Gt Grimsby, Tailor. Gt Grimsby. Pet Mar 19. Ord Mar 19
BOSS, PHILIP, St Thomas rd, Hackney, Agent. High Court. Pet Mar 17. Ord Mar 17
BROWN, CHARLES, Mansfield, Notts, Ale Merchant. Nottingham. Pet Mar 18. Ord Mar 18
BROWN, JOSEPH, Northampton, Builder. Northampton. Pet Mar 17. Ord Mar 18
BURNARD, JOSEPH BALE, Old st, Shoreditch, Warehouseman. High Court. Pet Mar 17. Ord Mar 17
COLLYER, THOMAS ROBERT, Highbridge, Somerset, Watchmaker. Bridgwater. Pet Mar 17. Ord Mar 17
COTTON, ARTHUR JAMES, Gt Yarmouth, Silversmith. Gt Yarmouth. Pet Mar 17. Ord Mar 17
COTTON, FRANCIS CHARLES, Cheltenham, Licensed Victualler. Cheltenham. Pet Mar 19. Ord Mar 19
CROOKES, CHARLES, Beighton, Derbyshire, Licensed Victualler. Sheffield. Pet March 18. Ord March 18
DERNEY, JOHN, Oldbury, General Dealer. Oldbury. Pet March 19. Ord March 19
DIXON, WILLIAM, Binbrooke, Lincolnshire, Farmer. Great Grimsby. Pet March 17. Ord March 17
DUNHAM, HENRY JOHN, Kingston upon Hull, Draper. Kingston upon Hull. Pet March 14. Ord March 17
EDWARDS, JOHN, Walsall, Innkeeper. Walsall. Pet March 17. Ord March 17
ELLIS, HERBERT, Stairfoot, nr Barnsley, Yorks, out of business. Barnsley. Pet March 17. Ord March 17
EVANS, THOMAS JOSEPH, Barmouth, Merionethshire, Contractor. Aberystwyth. Pet March 19. Ord March 19
EYLES, HARRIETT, Reading, Milliner. Hewdith. Pet March 17. Ord March 17

GALLILEE, JOHN, Whitby, Yorks, Joiner. Stockton on Tees and Middlesborough. Pet March 14. Ord March 14

GEORGE, WALTER, King st, Clerkenwell, Jeweller. High Court. Pet March 19. Ord March 19

GILBERT, CHARLES THOMAS, Crofield rd, Ealing, Gent. Brentford. Pet Jan 31. Ord March 17

GUY, RICHARD GEORGE, Fenchurch st, Timbo. Merchant. High Court. Pet March 19. Ord March 19

HARPER, KING, New Malton, Yorks, Innkeeper. Scarborough. Pet March 16. Ord March 18

HAWTHORNE, JOHN BENJAMIN, Redditch, Worcestershire, Beerhouse Keeper. Birmingham. Pet March 17. Ord March 17

HINKLEY, WILLIAM, Chatham, Builder. Rochester. Pet March 19. Ord March 19

HIRST, HENRY, High st, Camden Town. High Court. Pet March 11. Ord March 17

HORTON, ARTHUR, Sutherland gdns, Harrow rd, Glass Merchant. High Court. Pet March 17. Ord March 17

JACKSON, WILLIAM, Whicham, Cumberland, Farmer. Whitehaven. Pet March 19. Ord March 19

JEFFERIES, HENRY, Bridgwater, Baker. Bridgwater. Pet March 16. Ord March 18

JENNER, FREDERIC, and FABIAN JAMES KNEWSTUB, St James's st, Dressing Case Manufacturers. High Court. Pet March 18. Ord March 18

JOHN, HENRY CHARLES, Farnborough, Hampshire, no occupation. Guildford and Godalming. Pet March 18. Ord March 18

JONES, JOHN, Welchpool, Montgomeryshire, Grocer. Newtown. Pet March 19. Ord March 19

KENDALL, HENRY JOHN, Leamington, Fishmonger. Warwick. Pet March 19. Ord March 19

KING, GRANT CHARLES, no fixed abode, Draper. Northampton. Pet Feb 21. Ord March 19

LACY, JAMES ALOYSIUS, Liverpool, Timber Merchant. Liverpool. Pet March 18. Ord March 18

LE MOIGNE, LOUIS PAUL, Oldbury on Severn, Gloucestershire, Farmer. Bristol. Pet March 19. Ord March 19

LINEHAM, FRANCIS HAYNES, Scarborough, Watchmaker. Scarborough. Pet March 18. Ord March 18

LYONS, LEONARD, White's row, Spitalfields, Grocer. High Court. Pet March 19. Ord March 19

MARSH, JOSEPH COX, Queen Victoria st, Commission Agent. High Court. Pet Jan 13. Ord March 18

MOSES, SAMUEL, Houndsditch, Clothier. High Court. Pet March 17. Ord March 17

NYE, CHARLOTTE, Regent's Park rd, Stationer. High Court. Pet March 19. Ord March 19

O'DWYER, A VIGORS, Belgrave rd, Gent. High Court. Pet Feb 8. Ord Feb 25

PILGRIM, GEORGE ROBERT, New Malden, Clerk. Kingston, Surrey. Pet Mar 16. Ord Mar 16

RILEY, GEORGE, Oswaldtwistle, Mason. Blackburn. Pet Mar 19. Ord Mar 19

ROBINSON, WILLIAM, Darlington, Weighman. Stockton on Tees and Middlesborough. Pet Mar 16. Ord Mar 16

RUSSELL, ROBERT, Leamington, Baker. Warwick. Pet Mar 19. Ord Mar 19

SILK, WILLIAM SETTERFIELD, Ramsgate, Agricultural Implement Agent. Canterbury. Pet Mar 18. Ord Mar 18

STOKES, CHARLES, Luton, Blocker. Luton. Pet Mar 17. Ord Mar 17

SWANN, RICHARD, and STEPHEN STOCKS, South Normanton, Colliery Proprietors. Derby. Pet Mar 18. Ord Mar 19

TAIT, JANET, Ellison rd, Streatham Common, no occupation. Wandsworth. Pet Mar 17. Ord Mar 17

TATTERSALL, JAMES, Wakefield, Builder. Wakefield. Pet Mar 17. Ord Mar 17

TAYLOR, CHARLES, Mold, Flintshire, Joiner. Chester. Pet Mar 19. Ord Mar 19

TURNER, ELIZABETH MATILDA, Newport, Mon, Cabinet Maker. Newport, Mon. Pet Mar 18. Ord Mar 18

WATKINSON, HENRY, Manchester, Seedsman. Manchester. Pet Mar 7. Ord Mar 18

WEATHERBY, HENRY, address unknown, Gent. High Court. Pet Oct 27. Ord Mar 17

WILLIAMS, WILLIAM EDWARD, and ALFRED PROSSER, Bristol, Builders. Bristol. Pet Mar 17. Ord Mar 17

WOODHALL, JOHN LEIGH, Neston, Cheshire, Chemist. High Court. Pet Feb 8 Ord March 17

WOODHOUSE, JOHN, Walthamstow, Cabinet Manufacturer. High Court. Pet March 16. Ord March 17

The following amended notice is substituted for that published in the London Gazette of March 18.

RADFORD, ROBERT JOB, Bridgwater, Potter. Bridgwater. Pet March 16. Ord March 16

RECEIVING ORDER RESCINDED.

WILLIAMS, JOHN ELIAS, Liverpool, Slate Merchant. Liverpool. Ord Dec 15. Rescind March 19

FIRST MEETINGS.

AINGER, EDWARD, Walthamstow, Grocer. March 29 at 11. Bankruptcy bldgs, Lincoln's inn

ANDERSON, FREDERICK, Norwich, Licensed Victualler. April 1 at 12. Off Rec, 8, King st, Norwich

ASHBURN, JOHN, Kingston upon Hull, Lighterman. March 29 at 11. Off Rec, Lincoln's inn bldgs, Bowlalley lane, Hull

BAILEY, GEORGE, Nottingham, Marine Store Dealer. March 30 at 3.30. Off Rec, 1, High pavement, Nottingham

BENSON, JOHN, Crosshills, nr Kildwick, Yorks, Innkeeper. March 30 at 11. Off Rec, 31, Manor row, Bradford

BODENHAM, WILLIAM, West Bromwich, Grocer. April 5 at 11. Off Rec, Birmingham

BROWN, JOSEPH, Northampton, Builder. March 31 at 11. County Court, Northampton

BUCKLEY, ERNEST EDMUND, Nottingham, Grocer. March 31 at 12. Off Rec, 1, High pavement, Nottingham

BUDD, ROBERT FLAXMAN, Walthamstow, Grocer. March 29 at 2.30. Bankruptcy bldgs, Lincoln's inn

BYRNE, JULIAN OLIPHANT, Winterwell rd, Brixton Hill, no occupation. March 29 at 12. 33, Carey st, Lincoln's inn

CHURCHILL, SIDNEY JOHN, Bridgwater, Wine Merchant. March 29 at 11. Bristol Arms Hotel, Bridgwater

CLEMENTS, GEORGE HENRY, Hove, Auctioneer. March 29 at 12. Off Rec, 4, Pavilion bldgs, Brighton

CLINCH, ALBERT, and PHILIP HENRY PATTEN, Rotherfield st, Islington, Builders. March 30 at 12. 33, Carey st, Lincoln's inn

COLLINS, JOHN, Reading, Milliner. March 31 at 3. 109, Victoria st, Westminster

COTTON, ARTHUR JAMES, Gt Yarmouth, Silversmith. April 1 at 1. Off Rec, 8, King st, Norwich

COX, EDMOND LEY, address unknown, Gent. March 30 at 2.30. 33, Carey st, Lincoln's inn

DAY, GEORGE, Ridinghouse st, Portland pl, Carpenter. March 30 at 11. 33, Carey st, Lincoln's inn

HAWKINS, ALEXANDER COLVIN, Gt Grimsby, Fish Merchant. March 30 at 12. Off Rec, 3, Haven st, Gt Grimsby

HAWKINS, THOMAS JOHN, Uxbridge, Florist. March 29 at 12. Bankruptcy bldgs, Lincoln's inn

HOE, CHARLES WILLIAM, Oxford st, Trunk Maker. March 31 at 11. Bankruptcy bldgs, Lincoln's inn

HOLMES, GEORGE, Sheffield, Fruiterer. March 30 at 3. Off Rec, Figtree lane, Sheffield

HOOLEY, WILLIAM, Southampton, Shipping Agent. March 31 at 2.30. Bankruptcy bldgs, Lincoln's inn

JARMAN, JOHN DANIEL, Kentish Town rd, Plumber. March 31 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

JEFFERIES, HENRY, Bridgwater, Baker. March 31 at 11. Bristol Arms Hotel, Bridgwater

JENKINS, HENRY, Birmingham, Confectioner. April 5 at 11. Off Rec, Birmingham

JONES, RICHARD, Wrexham, Pork Butcher. March 29 at 3. Off Rec, Chester

KELK, ROBERT, Sutton cum Lound, Nottingham, Farmer. March 30 at 12.30. Off Rec, 1, St Benedict's sq, Lincoln

LEAR, JAMES, Birmingham, Licensed Victualler. April 1 at 11. Off Rec, Birmingham

LEE, ALFRED TIMOTHY, Stroud, Fruiterer. March 30 at 3.30. Imperial Hotel, Stroud

LODER, REBECCA, and WILLIAM THOMAS LILLYMAN, Northampton, Brush Manufacturers. March 31 at 3. County Court, Northampton

MACEY, JOHN S, Hastings, Licensed Victualler. March 30 at 3. Off Rec, 4, Pavilion bldgs, Brighton

MCKENZIE, A, Dansville rd, Denmark hill, Betting Agent. March 30 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

MORGAN, JOHN, Llangwrig, Montgomeryshire, Farmer. March 30 at 1. Off Rec, Llandidloes

MUDDEMAN, TOM SMITH, Northampton, Auctioneer. March 31 at 3. County Court, Northampton

ORMANDY, JOHN, Mountbarrow, nr Ulverston, Farmer. March 30 at 10.30. Bull Inn, Ulverston

PENNINGTON, CHARLES PLUMER, address unknown. March 31 at 11. 33, Carey st, Lincoln's inn

PIPER, RICHARD WILLIAM, Turnpike rd, Hornsey, Builder. March 30 at 12. Bankruptcy bldgs, Lincoln's inn fields

PRIEST, FREDERICK WILLIAM, Lordship lane, East Dulwich, Plumber. March 30 at 2.30. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

RADFORD, ROBERT JOB, Bridgwater, Potter. March 30 at 2. Plough Hotel, High st, Cheltenham

RAYNER, FREDERICK WILLIAM, Huddersfield, Traveller. March 30 at 11. Haigh & Son, solors, New st, Huddersfield

ROGERS, JOHN, Hereford, Licensed Victualler. April 1 at 10.15. 3, Offa st, Hereford

RUFF, EDWIN, Sutton Saint Michael, Herefordshire, Farmer. April 1 at 10. 3, Offa street, Hereford

SAUNDERS, EDWARD AUGUSTUS, Aspley rd, St Anne's hill, Wandsworth, Lieutenant General. March 30 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

SMITH, GEORGE WARD, Lincoln, Draper, March 30 at 1. Off Rec, 1, St Benedict's sq, Lincoln

SMITH, HENRY, Halesworth, Suffolk, Pork Butcher. April 1 at 12.30. Off Rec, 8, King st, Norwich

STEVENS, EDWARD, Swansea, Coppersmith. March 30 at 11. Off Rec, 6, Rutland st, Swansea

STOKES, CHARLES, Luton, Blocker. March 31 at 11. Off Rec, 29, Park st West, Luton, Beds

STOTE, WILLIAM, Hartington rd, Ealing Dean, Builder. March 30 at 11. 19 Room, 30 and 31, St Swithin's lane

THOMAS, JOHN, Llanfairisgaer, Carnarvon, Mariner. April 6 at 12. Queen's Head Cafe, Bangor

TODD, CHARLES SOUTSON, Billiter sq bldgs, Steamship Owner. March 29 at 2.30. 33, Carey st, Lincoln's inn

VIENNOIS, ADOLPHUS RICHARD, Hoxton st, Hoxton, Confectioner, March 30 at 11. Bankruptcy bldgs, Lincoln's inn

WEST, CHARLES, Leeds, Corn Merchant. March 30 at 11. Off Rec, 29, Park row, Leeds

WEST, WILLIAM ORR, Mansfield, Notts, Plumber. March 30 at 12. Off Rec, 1, High Pavement, Nottingham

WHITEHEAD, THOMAS, Stapleford, Notts, Licensed Victualler. March 30 at 11. Off Rec, 1, High Pavement, Nottingham

WHITING, JOSEPH, West Green rd, Tottenham, Traveller. March 29 at 11. 30 and 31, St Swithin's lane

WILLIAMS, WILLIAM EDWARD, and ALFRED PROSSER, Bristol, Builders. March 31 at 12.30. Off Rec, Bank chbrs, Bristol

WRIGHT, WILLIAM, Horncastle, Joiner. March 29 at 1. Off Rec, 1, St. Benedict's sq, Lincoln

WYNN, CHARLES CADWALDER, and WALTER CHARLES WYNN, Nottingham, Plasterers. March 31 at 11. Off Rec, 1, High Pavement, Nottingham

ADJUDICATIONS.

ANDERSON, FREDERICK, Norwich, Licensed Victualler. Norwich. Pet March 14. Ord March 18

ASHBURN, JOHN, Kingston upon Hull, Lighterman. Kingston upon Hull. Pet March 9. Ord March 17

BOOTH, JAMES, Great Grimsby, Tailor. Great Grimsby. Pet March 15. March 19

BOSS, PHILIP, 81 Thomas rd, Hackney, Agent. High Court. Pet March 17. Ord March 17

BOWES, THOMAS, Bradford, Coal Merchant. Bradford. Pet March 3. Ord March 19

BRICKELL, JOHN, Cranborne ter, Manor pk, Builder. High Court. Pet Dec 8. Ord March 18

BROWN, JOSEPH, Northampton, Builder. Northampton. Pet March 17. Ord March 18

BROWN, STEPHEN, Tilsbury, Wilts, Draper. Salisbury. Pet Feb 5. Ord March 19

CANTRELL, GEORGE HARRY, Stretton, Staffs, Coachbuilder, Burton on Trent. Pet Feb 25. Ord Mar 17

CHATWIN, HENRY JOHN, Sparkbrook, Warwickshire, Commercial Traveller. Birmingham. Pet Feb 9. Ord Mar 18

CHURCHILL, SIDNEY JOHN, Bridgwater, Wine Merchant. Bridgwater. Pet Mar 16. Ord Mar 19

CLEMENTS, GEORGE HENRY, Hove, Auctioneer. Brighton. Pet Mar 8. Ord Mar 19

COFFEN, WILLIAM, son, Maidstone, Bootmaker. Maidstone. Pet Feb 26. Ord Mar 17

COTTON, ARTHUR JAMES, Gt Yarmouth, Silversmith. Gt Yarmouth. Pet Mar 17. Ord Mar 17

CROOKES, CHARLES, Brighton, Derbyshire, Licensed Victualler. Sheffield. Pet Mar 18 Ord Mar 18

CUTTING, WALTER, Lynn rd, Sutton, Late Publican. Croydon. Pet Mar 5. Ord Mar 17

DENNIS, CHARLES, Marwood, Devon, Farmer. Barnstaple. Pet Mar 8. Ord Mar 19

DICKINSON, LUKE, jun, Hoyland Nether, Yorks, Butcher. Barnsley. Pet Mar 14. Ord Mar 19
DIXON, WILLIAM, Binbrooke, Lincoln, Farmer. Gt Grimsby. Pet March 17. Ord March 17
DUNHAM, HENRY JOHN, Kingston upon Hull, Draper. Kingston upon Hull. Pet March 14. Ord March 17
EDWARDS, JOHN, Walsall, Innkeeper. Walsall. Pet March 16. Ord March 17
ELDRIDGE, WILLIAM EDWARD, Tonbridge, Kent, Grocer. Tunbridge Wells. Pet March 7. Ord March 17
EVANS, LLEWELLYN, Sevenoaks, Licensed Victualler. Tunbridge Wells. Pet March 7. Ord March 17
FARRINGTON, VALENTINE, Ulverston, Corn Miller. Ulverston and Barrow in Furness. Pet Jan 1. Ord March 19
GALLILEE, JOHN, Whitby, Yorks, Joiner. Stockton on Tees and Middlesborough. Pet March 14. Ord March 14
GILL, JOSHUA WILLIAM, Sandown, I.W., Grocer. Newport and Ryde. Pet Feb 25, Ord March 15
HARPER, KING, New Malton, Yorks, Innkeeper. Scarborough. Pet March 18. Ord March 18
HAWTHORNE, JOHN BENJAMIN, Redditch, Beerhouse Keeper. Birmingham. Pet March 17. Ord March 18
HOMES, THOMAS, Felix st, Hackney rd, Licensed Victualler. High Court. Pet Feb 18. Ord March 19
HORTON, ARTHUR, Sutherland gdns, Harrow rd, Window Glass Merchant. High Court. Pet March 17. Ord March 17
JAY, CLAUDE, Old Town, Clapham, Upholsterer. High Court. Pet Feb 8. Ord March 19
JEFFERIES, HENRY, Bridgwater, Baker. Bridgwater. Pet March 18. Ord March 18
JENKINS, HENRY, Birmingham, Confectioner. Birmingham. Pet March 3. Ord March 18
JOHNSTON, WILLIAM, Appleby, Westmorland, Surveyor. Kendal. Pet March 10. Ord March 17
JONES, JOHN, Welchpool, Montgomeryshire, Grocer. Newtown. Pet March 19. Ord March 19
JONES, RICHARD, Wrexham, Pork Butcher. Wrexham. Pet March 10. Ord March 17
KELK, ROBERT, Sutton cum Lound, Nottinghamshire, Farmer. Lincoln. Pet March 14. Ord March 17
KING, GRANT CHARLES, no fixed abode, Draper. Northampton. Pet Feb 21. Ord March 19
LACY, JAMES ALOYSIUS, Liverpool, Timber Merchant. Liverpool. Pet March 18. Ord March 19
LEAR, JAMES, Birmingham, Licensed Victualler. Birmingham. Pet March 10. Ord March 15
LEE, JOHN, Manchester, Jeweller. Manchester. Pet March 5. Ord March 17
LYONS, LEONARD, White's row, Spitalfields, Grocer. High Court. Pet March 19. Ord March 19
MARSHALL, JOHN, Liverpool, Grocer. Liverpool. Pet Feb 23. Ord March 17
MILES, JAMES, Leamington, Watchmaker. Warwick. Pet March 10. Ord March 16
MOSES, SAMUEL, Houndsditch, Clothier. High Court. Pet March 17. Ord March 17
MURTAGH, MICHAEL, Birmingham, Provision Dealer. Birmingham. Pet March 10. Ord March 14
NYE, CHARLOTTE, Regent's Park rd, Stationer. High Court. Pet March 19. Ord March 19
ORMANDY, JOHN, Mountbarrow, nr Ulverston. Farmer. Ulverston and Barrow in Furness. Pet March 4. Ord March 10
PENNINGTON, CHARLES PLUMER, residence unknown. High Court. Pet Feb 15. Ord March 18
PETERS, PHOEBE, Portslade, Sussex, Baker. Brighton. Pet Feb 21. Ord March 17
PHILLIPS, CHARLES JOYCE, Swindon, Builder. Swindon. Pet March 1. Ord March 18
PRESTON, JOHN, Newport, Salop, Hay Dealer. Stafford. Pet Feb 25. Ord March 18
REICHFELD, ELKIN, Goodge st, Tottenham Court rd, Tailor. High Court. Pet March 16. Ord March 16
RILEY, GEORGE, Oswaldtwistle, Mason. Blackburn. Pet March 19. Ord March 19
ROBINSON, WILLIAM, Darlington, Durham, Weighman. Stockton on Tees and Middlesborough. Pet March 16. Ord March 16
ROWELL, WILLIAM HANNAY, Murray st, Camden sq, Builder. High Court. Pet March 14. Ord March 16
SHELDON, JOHN, Stockport, Jeweller. Stockport. Pet March 9. Ord March 17
SILK, WILLIAM SETTERFIELD, Ramsgate, Agricultural Implement Agent. Canterbury. Pet March 18. Ord March 18
STEWART, CHARLES MALCOLM, Liverpool, Broker. Liverpool. Pet Jan 29. Ord March 17
STOKES, CHARLES, Luton, Blocker. Luton. Pet March 17. Ord March 19
STOKES, JOHN WESTLEY, Harborne, Stafford, Plumber. Birmingham. Pet March 10. Ord March 15
SWANN, RICHARD, and STEPHEN STOCKS, South Normanton, Colliery Proprietors. Derby. Pet March 18. Ord March 19
TAYLOR, ALBERT, Primrose rd, George lane, Woodford, Builder. High Court. Pet Jan 20. Ord March 16
UNDERHAY, SAMUEL JOHN, and CHARLES MARIUS LOVENDAHL, Rochester pl, Kentish Town, Pianoforte Manufacturers. High Court. Pet March 14. Ord March 19
VIETOR, FRITZ, Fann st, Barbican, Straw Board Liner. High Court. Pet Feb 24. Ord March 16
VINE, JOSEPH, Portland rd, South Norwood, Butcher's Assistant. High Court. Pet March 15. Ord March 16
WATKINSON, HENRY, Manchester, Seedsman. Manchester. Pet Mar 7. Ord March 18
WEBB, ELIZABETH, Hove, Spinster. High Court. Pet Jan 26. Ord March 19
WHITING, JOSEPH, West Green rd, Tottenham, Traveller. Edmonton. Pet March 4. Ord March 16
WILLIAMS, DAVID, Mold, General Dealer. Chester. Pet Feb 24. Ord March 17
WILSON, JAMES, Sheffield, Licensed Victualler. Sheffield. Pet Jan 26. Ord March 17
WITT, WILLIAM, Argyll st, Oxford st, Musical Instrument Importer. High Court. Pet Feb 21. Ord March 16
WOODHOUSE, JOHN, Walthamstow, Cabinet Manufacturer. High Court. Pet March 16. Ord March 19

ADJUDICATION ANNULLED.

BARNETT, JAMES VEYSEY, Bridgwater, Accountant. Bridgwater. Adjud Jan 15. Annul March 10

SALES OF ENSUING WEEK.

March 29.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart at 2 p.m., Freehold Ground-rents (see advertisement, March 19, p. 340).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

HARRIS.—On March 21, at Castellain-road, Maida Vale, the wife of H. S. Harris solicitor, of a daughter.

OLDFIELD.—On March 19, at Sutton, the wife of Herbert Rooke Oldfield, of a daughter.

SCHLOSS.—On March 19, at Portugal-street, W., the wife of David F. Schloss, barrister-at-law, of a son.

WOLLASTON.—On Feb. 11, at Cape Colony, the wife of Francis E. Wollaston, resident magistrate, of a son.

DEATHS.

BEEVOR.—On March 17, at Harley-street, W., Henry Milly Beevor, LL.B., barrister-at-law, aged 29.

BRUCE-RUSSELL.—On March 18, Robert Bruce-Russell, of the Inner Temple.

LAWFORD.—On March 22, at Brighton, Henry Smith Lawford, late Solicitor to the India Office, aged 71.

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